

*PROCEDURAL*  
*AND*  
*NEGOTIATIONS*  
*AGREEMENT*  
*BETWEEN*  
*THE BOARD OF TRUSTEES*  
*OF JOINT SCHOOL DISTRICT #391*  
*AND*  
*THE WEST SHOSHONE EDUCATION ASSOCIATION*  
*2020-2021*

## TABLE OF CONTENTS

	Page
Procedural Agreement .....	1-10
Article 1: Definitions .....	4
Article 2: General .....	4-5
Article 3: Recognition .....	5-6
Article 4: Levels of Contact with Board and Administration .....	6-8
Article 5: Procedure for Negotiations .....	8-10
Negotiations Agreement.....	11-35
Article 1: Leaves .....	12-20
Personal Leave .....	12-13
Emergency Personal Leave .....	13
Sick Leave .....	13
Sick Leave Bank .....	13-17
Pregnancy Leave .....	17
Political Leave .....	17
Bereavement Leave.....	17-18
Professional Leave.....	18
Association Leave .....	18
Application for Professional Leave.....	19
Article 2: Grievance Procedure .....	20-23
Article 3: Placement & Advancement on Salary Schedule .....	23-25
Salary Schedule .....	26
Kellogg Supplemental Assignments .....	26-30
Article 4: Insurance.....	31-32
(Includes Blue Cross, and United Life Insurance rates and disability insurance Summary)	
Article 5: Hours of Employment.....	33-34
Article 6: Board Policies Related to Personnel and Educational Programs.....	35

PROCEDURAL AGREEMENT

This Agreement is made and entered into this 8th day of July 2020 by and between the Board of Trustees of Joint School District No. 391 and the West Shoshone Education Association, an organization which the Board recognizes as representing the professional teaching staff.

The procedures governing this Agreement shall be binding until June 30, 2021, and thereafter on an annual basis unless either party shall give written notice to the other of their desire to have the same modified, amended, or terminated, and such notice shall be given at least sixty (60) days prior to the first day of July annually.

A notification of intent to make modifications or amendments shall be accompanied by a written statement of such proposals, discussions on modifications or amendments of an existing agreement, or discussion for drafting a new Procedural Agreement shall begin with ten (10) days of the filing of intent to modify, amend, or terminate an existing Agreement.

For the Board of Trustees:

For West Shoshone Education Association:

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PREAMBLE

This Procedural Agreement is made and entered into by and between Joint School District #391 Board of Trustees (hereinafter called the "Board") and the West Shoshone Education Association (hereinafter called the Representative Organization).

The Board and Representative Organization recognize that providing a high quality of education for the children of this District is the paramount objective of the School District. The Board and the Representative Organization further recognize that the best interests of public education will be served by a spirit of cooperation between the Board of Trustees and the teachers and the maintenance of free and open exchange of views in determining and resolving matters of mutual concern. In doing this, it is understood that:

The Board is elected by the qualified electors of the School District as the governing body of the School District and, as such, possesses all powers delegated to a Board of Trustees or to a School District by the Constitution and laws of the State of Idaho, together with the duties imposed thereby, these cannot be delegated to another person or organization.

While providing education of the highest possible quality for the pupils of the School District is a shared responsibility, it is recognized that the teachers have a significant role as a result of direct contact with pupils. Therefore, the well qualified teachers who are satisfied with the conditions provided by the Board are a necessity for the best education of the children.

Attainment of the objectives of the educational program conducted in the School District required mutual understanding and cooperation between the Board and the Representative Organization. To this end, participation in Board meetings, problem-solving session with the Board, and negotiations in good faith between the Board and the Representative Organization with a free and open exchange of views is desirable.

Now, therefore, the parties agree as follows:

Procedural Agreement 2020-2021

## ARTICLE 1

### DEFINITIONS

- 1-1 The term "School District" as used in the Procedural Agreement shall mean Joint School District No. 391 in the City of Kellogg and Counties of Shoshone and Kootenai, State of Idaho.
- 1-2 The term "Board" as used in this Agreement shall mean the Board of Trustees of Joint School District No. 391, Shoshone and Kootenai Counties, State of Idaho.
- 1-3 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of Joint School District No. 391, Shoshone and Kootenai Counties, State of Idaho.
- 1-4 The term "Representative Organization" as used in this Agreement shall mean the West Shoshone Education Association, and such recognition shall continue in effect until such time as a different representative organization shall have been designated under procedures outlined in this Agreement and in conformity with governing Idaho statutes.
- 1-5 The term "professional employee" as used in this Agreement means any certificated employee of Joint School District No. 391, except as defined in Article 3-3 under "Recognition."
- 1-6 The term "negotiations" as used in this Agreement means meeting and conferring in good faith by representatives of the Board of Trustees of Joint School District No. 391 or its designated representatives and the Representative Organization or professional employees, for the purpose of reaching an agreement upon matters and conditions subject to negotiations as specified in the Procedural Agreement between said parties.
- 1-7 The term "Procedural Agreement" shall mean the document drafted under provisions of Sections 33-1271 through 33-1276, Idaho Code, which agreement outlines the procedures under which negotiations between Joint School District No. 391 and the Representative Organization are conducted.

## ARTICLE 2

### GENERAL

- 2-1 This Procedural Agreement shall be part of the contract of each professional employee except as defined in Article 3-3.
- 2-2 Instruction is the primary function of the teacher, and his or her major efforts should be directed toward improving this process.
- 2-3 The Board shall continue its policy of not discriminating against any teacher on a basis of race, creed, religion, color, national origin, sex, marital status, membership or non-membership in any teacher organization.
- 2-4 Representative Organization shall continue to admit persons to membership without discrimination on the basis of race, creed, religion, color, national origin, sex or marital status.

- 2-5 The Board and the Representative Organization recognize that in pursuit of the profession of teaching, teachers have a right to join or refrain from joining any teachers' organizations for their professional and economic improvement, and that as a matter of individual choice; teachers are free to join or refrain from joining such organizations.
- 2-6 The Representative Organization recognizes that the Board of Trustees is empowered to change policy from time to time as need exists. The Board of Trustees, however, agrees that it will not unilaterally change policy established through negotiations conducted under provisions of this Procedural Agreement, nor will it unilaterally change present policy governing those items of concern which are listed in 4-5 as negotiable. The Board of Trustees further agrees to notify the Representative Organization in writing at least two (2) weeks in advance of any Board meeting at which the Trustees will consider changes to those items listed in Sections 400, 500 and 600, of the School District's official Policy Manual which relate to professional personnel as defined in this act. The Board of trustees will include with this official notification copies of proposed wording changes or additions when such have been proposed.
- 2-7 Should any part of this Agreement be in conflict with Idaho law, federal law and/or board policy said portion or portions of this Agreement shall be deemed invalid, but such other portions shall be valid and binding upon parties to the Agreement for the life of the Agreement. Should Idaho enact a public employees collective bargaining law which includes teachers, the sections of this Agreement dealing with negotiations procedures shall be void.
- 2-8 Nothing contained herein is intended to or shall conflict with, or abrogate the powers or duties and responsibilities vested in the Legislature, State Board of Education, and the board of trustees of school districts by the laws of the State of Idaho. Each school district board of trustees is entitled, without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibility due to situations of emergency or acts of God.

### ARTICLE 3

#### RECOGNITION

- 3-1 The Representative Organization selected for the purpose of negotiations by 50% +1 of the professional employees, except as identified in Article 3-3, in Joint School District No. 391, shall be exclusive representative for all professional employees as defined herein for purposes of negotiations provided, however, that the 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 Joint School District No. 391.
- 3-2 The Board's designated representative(s) shall negotiate matters covered by this Procedural Agreement with the Representative Organization elected by secret ballot by the professional employees of Joint School District No. 391, except those excluded in Article 3-3.
- 3-2-1 Ballots will be jointly prepared by the District and representatives from each organization seeking representation.
- 3-2-2 The election will be conducted under the auspices of the District Administration according to standard election procedures.

- 3-2-3 Election officials will be selected jointly by the organization(s) seeking representation and the District Administration.
- 3-2-4 Canvassing of the ballots will be conducted jointly by representatives of the organization(s) seeking representation and the district administration.

3-3 It is agreed that the term "professional employee" shall not include the following:

- Superintendent of Schools
- Assistant Superintendent of Schools
- Elementary School Principals
- Assistant Elementary School Principals
- Secondary School Principals
- Assistant Secondary School Principals
- Head Teachers
- Athletic Directors

3-4 Such recognition, once established as provided in 3-2, shall be in effect during each school year of the term of this Procedural Agreement, or any renewal thereof. Should a minimum of forty percent of the professional employees as defined in this Agreement, by petition or other signatory method, request that an election be conducted to determine the representative organization, then the Board, within ninety (90) days prior to December 31, shall call for a new election for that purpose.

#### ARTICLE 4

##### LEVELS OF CONTACT WITH BOARD AND ADMINISTRATION

4-1 Participation in Board Meetings:

Members of the Representative Organization are invited to attend all regular Board meetings.

4-2 Problem Solving Sessions with Superintendent:

The Board recognizes that from time to time, problems relative to the working conditions, assignments, interpretations of policy, etc., may arise. As has been the practice in the past, most problems are resolved with the Superintendent of Schools. In the event unusual problems arise which cannot be resolved by the Superintendent of Schools, as the chief administrator for the school system, the Board will participate in discussions and meetings with the designated representatives of the Representative Organization in an effort to reach mutual understanding and agreement.

4-2-1 Written request for problem solving sessions between the Superintendent and the Representative Organization may be submitted by either party. Such request will specify the subject matter to be considered and will include the specific written proposal(s) to be discussed. After the proposal(s) has been received by either party, a meeting will be scheduled within twenty (20) school days.

4-3 Problem Solving Sessions with the Board:

The Board will, at least annually, meet with designated representatives of the Representative Organization to discuss conditions of employment and other items of concern as referred to in 2-6. The parties will endeavor to discuss, resolve, and agree upon items in question. The meetings will be conducted in an atmosphere of mutual respect where courtesy, the presentation of facts, opinions, proposals and counter-proposals are presented in an effort to reach mutual understanding and agreement.

4-3-1 Written request for problem solving sessions between the Board and the Representative Organization may be submitted by either party. Such request will specify the subject matter to be considered and will include the specific written proposal or proposals to be discussed.

4-3-2 After the proposal has been received by either party, a meeting will be scheduled within twenty (20) school days.

4-3-3 After the Board has given due consideration to all matters of concern, a decision will be rendered by the Board. That decision is binding on all parties. That decision will be made within twenty (20) school days following the conclusion of discussion between the Board and the Representative Organization. The Board will convey its decision in writing to the Representative Organization.

#### 4-4 Problem Solving, Curriculum:

The subject of curriculum development and textbook adoption being of primary and annual concern, special problem solving procedures will be followed:

4-4-1 Not later than the fifteenth (15th) day in session of each school term, the Representative Organization and the Board will each name three (3) representatives to a committee to be known as the Curriculum Advisory Committee.

4-4-2 No later than October 1 of each school term, the Superintendent of Schools shall call a meeting of the committee for organizational purposes.

4-4-3 It shall be the duty of the Curriculum Advisory Committee to recommend to the Superintendent of Schools procedures for curriculum development and textbook selection under time schedules established by the Superintendent. The committee shall develop guidelines for its operations. In cases where the committee is in disagreement on the guidelines, the Superintendent shall make final decisions.

4-4-4 Any recommendations and/or findings of the Curriculum Advisory Committee will be presented to the Superintendent for review and then presented to the Board at a scheduled meeting before any final decisions are made regarding the recommendations. The Association (Representative Organization) will be notified when the recommendations are scheduled for presentation to the Board.

4-5 After approval and execution of this Agreement and upon request by the Representative Organization to the Board or by the Board to the Representative Organization, after January 2

of each year, the items defined as negotiable and listed in this section of the Procedural Agreement shall be brought up for review. The items defined and listed as negotiable may be brought to the negotiations table no more frequently than once each year when such request for formal negotiations is filed in writing either by the Board or the Representative Organization. Upon execution of this Agreement, the following items are accepted by the Representative Organization and the Board as negotiable and are hereby so defined:

- 1) Classroom teacher salary schedule and provisions relating to placement and advancement thereon.
- 2) Compensation for duties approved by the Board for inclusion on the supplemental salary schedule.
- 3) The monetary participation of the School District in the group life and medical insurance program for professional employees and the types of benefits and coverage provided therein. The District, however, shall have the option of selecting the company with which to arrange the insurance contract.
- 4) Policies relating to sick leave, maternity leave, personal leave, emergency personal leave, professional leave, death leave, and political leave.
- 5) Grievance Procedures
- 6) Hours of employment for professional employees.

## ARTICLE 5

### PROCEDURE FOR NEGOTIATIONS

#### 5-1 Initiating Negotiations:

5-1-1 Negotiations on those items listed as negotiable in Section 4-5 of this Agreement shall begin within thirty (30) days of receipt of the written request of either party, but in no case before January 1 of any given year, unless mutually agreed upon by both parties. Such request will specify the subject matter to be considered and will include, when possible, the specific written proposal(s) to be discussed. Representatives of the Board and the Representative Organization shall exchange names of the chairman and members of the negotiating team at least twenty (20) school days prior to the beginning of negotiations.

5-1-2 A written response will be made within twenty (20) school days of the receipt of any such written request.

5-1-3 Negotiations will be held in the School District Administration Headquarters Building conference room. The Superintendent's office will serve as the Board's caucus room; the conference room will serve as caucus room for the Representative Organization. Meeting dates and times shall be established by mutual agreement of the Board's team and the Representative Organization team; and in any case shall be scheduled not later than twenty (20) days after receipt of request by either party.

#### 5-2 Conducting Negotiations:

5-2-1 The Board and Representative Organization agree to negotiate in good faith.



- 5-2-2 The Representative Organization and Superintendent or his designee shall together review preliminary budgetary information affecting revenue and expenditures as soon as information is available for the ensuing year.
- 5-2-3 Whenever possible, negotiations should be conducted outside of school hours. However, if negotiations are scheduled during school hours at the request of the Representative Organization, the negotiators for the Representative Organization shall be released from their regular duties at no loss of pay or leave, but the Representative Organization shall reimburse the School District in an amount equal to the cost of the substitute teachers employed to replace the professional personnel involved in the released time. If the Representative Organization shall not make such reimbursement within thirty (30) days of the end of the released time, the School District shall then deduct from the next salary payment the amount of the substitute pay needed for each person on released time.
- 5-2-4 Negotiations shall be conducted in open sessions unless both parties agree to the contrary.
- 5-2-5 At the first negotiating meeting, whoever first submits a request for negotiations will transmit the specific written proposals to be negotiated. The other team will present its proposals as soon as possible after that time, but in any case no later than the second negotiating session.
- 5-2-6 Any individual member of either negotiating team may call for a caucus. Such call shall halt negotiations until both teams have held such caucus and shall have returned to the negotiations table and the spokesman for both groups shall have indicated that they are ready to resume negotiations. A caucus, when called, shall last no longer than thirty (30) minutes unless mutually agreed upon at the time to call for the caucus. If the caucus is not closed by the end of thirty (30) minutes and the team members do not return to the negotiations table at the end of the agreed time, the negotiations session shall be considered adjourned.
- 5-2-7 As the last item of business at each negotiating session, the two teams shall set the agenda for the next session, itemizing the subjects to be discussed. After the agenda has been approved, no items may be added to that agenda without mutual agreement.

5-4 Adopting Agreement:

- 5-4-1 Any agreements reached through the aforementioned procedure (Article 5-2) on matters relating to items under negotiations shall be reduced to writing, and agreed upon by the Board's team and the team for the Representative Organization. When all items under negotiation have been agreed upon and reduced to writing acceptable to the Board's team and the team for the Representative Organization, the entire proposal shall be submitted to the Board of Trustees of Joint School District No. 391 for approval or rejection, with such action taken under the regular rules and regulations of the Board of Trustees. In like manner, the entire proposal shall be submitted to the membership of the Representative Organization for approval or rejection under its rules and regulations.

5-5 Mediation:

5-5-1 If negotiations described in Section 5-2 have reached an impasse, either party may request that the issues in dispute be submitted to mediation. The Board and the Representative Organization shall mutually agree upon a mediator. In the event mutual agreement cannot be reached on a mediator, the State Superintendent of Public Instruction shall be requested to appoint a mediator. Either the Board or Representative Organization may report names of possible mediators whom they do not want the State Superintendent to appoint.

5-5-2 The format, dates and times of meetings will be arranged by the mediator.

5-5-3 Cost of the mediator, if any, and actual and necessary travel expenses shall be shared equally by the Board and the Representative Organization.

5-7 In the event that agreement is not reached on all issues that have been referred for mediation, the Board shall render a decision no sooner than fifteen (15) days, nor no longer than thirty (30) days after the conclusion of mediation. The Board's decision shall be conveyed to the Representative Organization in writing.

*NEGOTIATED*  
*AGREEMENT*  
*BETWEEN*  
*THE BOARD OF TRUSTEES*  
*OF*  
*JOINT SCHOOL DISTRICT #391*  
*AND*  
*WEST SHOSHONE EDUCATION ASSOCIATION*  
*2020-2021*

## ARTICLE 1

### LEAVES

#### 1-1 Personal Leave

1-1 Each teacher may be granted annually three (3) days of personal leave at no cost to the employee. Certified employees will be allowed to carry over two (2) unused day to the next year, which can be accumulated up to five (5) days, but at no time can an employee use more than three days in a row.

2014-2015

1-2 Each Teacher will be reimbursed for one (1) personal leave day per year, at the base rate for subs, that is over the two (2) allowed for carryover. The last date for personal leave is ten (10) days before the end of the school year. Unusual circumstances can be appealed to the Superintendent for extenuating circumstances.

2019-2020

1-1-2 The following regulations shall govern the granting of this personal leave:

1. These may not be claimed during parent-teacher conferences or workshop days called either by the School District or the State Department of Education unless the superintendent grants permission for an extenuating circumstance.
2. These days may not be taken during the three (3) school days immediately preceding or immediately following a school vacation period, nor during the first ten (10) or during the last ten (10) days of the school term without a specific approval from the superintendent.
3. Except in verified emergencies, such leave dates must be approved no less than four (4) days in advance by the principal.

2002-2003

1-1-3 Absences for reasons not covered in the District policy will not be allowed with pay. Deduction for any such absence will be at a rate which the contract days bear to the total salary.

1-1-4 Any teacher who during the school year, does not charge the cost of personal leave to the School District shall be entitled to apply that one-day cost to Professional Leave (1-8 of the Agreement) to assist in covering expenses that may be incurred by the teacher in Professional Leave. Accumulation for application to Professional Leave shall be permitted with a limit of two days.

1999-2000

#### 1-2 Emergency Personal Leave

1-2-1 Emergency personal leave may be granted by the Superintendent of Schools to certificated personnel, without loss of pay. During the first three (3) years of consecutive, uninterrupted service with the District, the employee shall be entitled to three (3) days of such leave

annually; after three (3) years of consecutive, uninterrupted service with the District, the employee shall be entitled to five (5) days of such leave annually.

1-2-2 Emergency personal leave is not cumulative.

1-2-3 Emergency personal leave may be granted by the Superintendent of Schools in case of an emergency situation over which the employee has no control and which is not a result of the employee's own careless action.

1-2-4 If, after having been granted the emergency personal leave, it is found that the employee has misused that leave, he shall forfeit pay for the days involved and shall forfeit the balance of allowable emergency personal leave for the next school term.

1-2-5 Emergency personal leave is in addition to personal leave as provided in Section 1-1, Personal Leave, in this Agreement.

1991-1992

1-3 Sick Leave

1-3-1 Each certificated employee of this District shall be entitled to twelve (12) days of sick leave with full pay, cumulative to an unlimited total.

1-3-2 Only illness or physical disability of the employee or serious illness or physical disability of the employee's immediate family of such nature as to require the presence of the employee at the sickbed can be charged to this leave.

1-3-3 Immediate family is defined as any relative living or residing in the household of the employee or the spouse, son, daughter, brother, sister, mother or father, or grandfather or grandmother, or grandchild whether residing in or out of the household of the employee. It is understood that in the case of man and wife that the relationship is extended to both sides of the family.

1-3-4 Certificated employees serving less than full time under contract shall be entitled to that proportional amount of sick leave, both annual and cumulative.

1-3-5 Termination of employment shall terminate sick leave rights, current and cumulative.

1-3-6 When an employee is absent for more than five consecutive school days and is requesting that the absence be charged to sick leave, the administration may request that the employee submit a statement from a medical doctor verifying the individual's physical condition.

2002-2003

1-4 Sick Leave Bank

1-4-1 Each professional certificated employee of this School District shall be eligible to participate in the District Sick Leave Bank. It is the certificated employee's responsibility to be prudent in the use of their sick leave days. The purpose of the Sick Leave Bank shall be to provide certificated employees who qualify for membership in the bank with additional sick leave days to alleviate hardship resulting from absence from work caused by pregnancy of the employee, illness, accident or disability of the employee, employee's spouse or children who

depend upon employee for financial support. Days allowed from Bank for employee's spouse or child's illness shall be limited to twenty (20).

Sick Leave Bank credit shall not be available for coverage of absence from work caused by industrial accidents.

1995-1996

- 1-4-2 Administration of the Bank: The Sick Leave Bank shall be administered by the Sick Leave Council in accordance with regulations set forth in this Agreement, and in accordance with the guidelines, rules, and regulations developed by the Council as provided in this Agreement. In situations of repeated use of the Sick Leave Bank, the Sick Leave Council may use their discretion to maintain the integrity of the Sick Leave Bank and to grant days, or pay only the monthly medical premium for the employee applicant.

The Council shall consist of two (2) members appointed by the Representative Organization and two (2) administrators appointed by the Board of Trustees. In the event of a tie vote, the Superintendent of Schools shall cast the deciding vote. The Council shall have authority to establish annually the guidelines, rules and regulations necessary to implement this agreement which are not inconsistent with the provisions of this agreement. The guidelines, rules and regulations shall be approved by the Representative Organization and the Board of Trustees. The Council shall receive and review applications for Sick Leave Bank benefits and shall have authority to make decisions on disposition of such applications as provided in the guidelines and this agreement.

- 1-4-3 Eligibility for Membership: Membership in the Sick Leave Bank shall be open to any certificated employee of Joint School District No. 391.

- 1-4-4 Membership: Employees who donate one (1) day of sick leave to the Sick Leave Bank prior to April 1 shall become members of the Bank and eligible for its services.

- 1-4-5 Donations: Donations to the Sick Leave Bank shall conform to the following regulations:

- 1) Sick Leave Bank members have the option of voluntarily donating one or more of their remaining sick leave days to the Bank during the school year, but prior to April 1, unless the Bank has reached its capacity.
- 2) If a member's sick leave is exhausted at the time of assessment, and that person desires to remain a member, the assessment payment may be deferred until new sick leave days have been accumulated.
- 3) Members who leave the District may donate unused sick leave to the bank.

- 1-4-6 Maximum Capacity: The Sick Leave Bank shall accumulate unused Bank days from year to year to a maximum capacity which shall not exceed double the number of certificated employees of this School District.

- 1-4-7 Employee Use of Sick Leave Bank: In order for a professional employee to be eligible to apply for sick leave benefits from the Sick Leave Bank, the employee must:

- 1) Be a member of the Bank as set forth herein; and

- 2) Have been absent from work due to qualifying illness, disability or accident the extent that he has used up all of his accumulated and annual sick leave time plus two (2) additional days without pay per occurrence when his salary has been reduced in full. The two-days-without-pay-per-occurrence requirement can be waived by the committee for an extenuating circumstance.

2004-2005

- 3) Exhaust all other leaves before accessing the sick leave bank (example: personal leave).
- 4) Contact the sick leave bank chairperson for an application. The application once completed needs to be returned directly to the committee chairperson. Any deviation from this process would lead to denial of the application.
- 5) Dates to be considered need to fall within the current pay period – not beyond.

2013-2014

The maximum number of days that can be granted to any one Bank member in any one (1) school term will be the remaining number of days such employee is scheduled to work under his then current contract. In no case shall the granting of Bank leave time cause the employee to receive more than his annual contracted base salary for that year.

The number of days granted shall not exceed the number of days absent from work due to his own illness, disability or accident as set forth in the agreement. Bank grants shall end at the termination of the school year or at such time as the employee's contract with the District is terminated.

When an employee has used a total of 120 days of Sick Leave Bank, the employee shall become eligible for additional Sick Leave Bank only as follows:

- 1) The employee shall be entitled to no Sick Leave Bank for the school year immediately following the school year during which the employee reached the 120-day total.
- 2) Beginning the second school year, and for each subsequent school year following the school year during which the employee reached the 120 day total, the employee shall be entitled to an additional thirty (30) days per school until the employee reaches a total of 120 days.

The Sick Leave Council, in addition to its other duties, shall set up such rules and reporting procedures as are necessary for the orderly administration of the Sick Leave Bank and as are necessary to protect the interests of the Bank members and this School District.

2000-2001

#### 1-4-8 Sick Leave Bank Restrictions

- 1) During a member's first year as a member of the Sick Leave Bank, that member may use up to a maximum of thirty (30) sick leave days from the bank.

- 2) During a member's second year as a member of the Sick Leave Bank, that member may use up to a maximum of sixty (60) sick leave days from the bank.
- 3) During a member's third year as a member of the Sick Leave Bank, that member may use up to a maximum of ninety (90) sick leave days from the bank.
- 4) During a member's fourth year as a member of the Sick Leave Bank, that member may use up to a maximum of one hundred twenty (120) sick leave days per school year from the bank.

2000-2001

## GUIDELINES - SICK LEAVE BANK

### I. MEMBERSHIP

- A. An eligible employee may become a member of the Sick Leave Bank by donating one (1) day of accumulated sick leave to the bank. The Council may request additional contributions from time to time as necessary, in the opinion of the Council, to replenish the bank.

"Additional contributions" as used in previous sentence, refers to assessments, which may be made in subsequent years as only two (2) days may be assessed per member for any one year.

Once a person has made a donation and establishes membership he retains membership as long as he makes any subsequent assessment which may be levied by the committee.

If a person does not make the subsequent donations that are assessed, he will lose his membership and forfeit donated time.

- B. An employee who has drawn from the bank during the school year shall contribute one of his "annual" days at the start of the following school year to retain membership.
- C. Applications for membership shall be submitted by October 1 each year. An eligible person who has rejected membership during the open enrollment time will not be accepted for membership by the Sick Leave Council during that school year.

The Council may accept an employee who enters the district between October 1 and April 1, if that employee is otherwise eligible for membership.

2000-2001

### II. EXTENDED ILLNESS OR RECUPERATION

In cases of extended illness or recuperation, the Council may grant days from the bank to the recuperating employee on a monthly basis, such benefits not to exceed the provisions of Section 1-4 of this Agreement, Sick Leave Bank.

## SICK LEAVE COUNCIL

### Philosophy



The negotiated Sick Leave Bank policy established the Sick Leave Council which was charged with drawing up guidelines for the use of the bank and acting upon the applications received.

The Council shall use its discretionary power to protect both the integrity of the bank and the rights of its members.

#### Incapacitation

Should a member who is eligible to draw on the bank be unable to execute the necessary application form, the Council reserves the right to file an application on behalf of that employee.

#### 1-5 Pregnancy (Birth Confinement) Leave

1-5-1 The date on which an employee goes on leave prior to delivery of a child shall be determined by the employee and her personal physician.

1-5-2 The purpose of this policy shall be to provide compensation for duty time lost for confinement in instances of pregnancy. It shall not be the intent of this policy to provide compensated released time for the convenience of the employee, nor to provide compensated release time for child care.

1-5-3 Any other days on which an employee is off duty except as provided above shall be without pay.

1991-1992

#### 1-6 Political Leave

1-6-1 It shall be the policy of District No. 391 that any employee of the District who shall be elected to political office shall be granted political leave with no pay for those days absent from his position while campaigning or carrying out the duties of his elected office. In the event that the elected position should require the employee's full time for a period of one (1) year, a leave of absence of up to this time shall be given with no loss of tenure, accumulative sick leave, and other fringe benefits. For periods of time greater than one (1) year, special arrangements shall be made between the Board of Trustees and the individual.

1-6-2 The political office for which this section applies must be one that occurs within the boundaries of the School District for the benefit of the School District. However, an employee whose political offices occurs outside the boundaries as defined may be granted political leave under this section by applying in writing no fewer than ten (10) days prior to the beginning of such leave, with political leave to be granted at the discretion of the Superintendent.

1991-1992

#### 1-7 Bereavement Leave

1-7-1 Certificated personnel shall be granted leave with full pay for death in the immediate family not to exceed five (5) days per occurrence per year with the approval of the superintendent after the first occurrence. This leave is not cumulative. However, in the event a certificated employee has used his or her five days bereavement leave and desires to take additional bereavement leave, the employee may request additional leave from the superintendent of

schools. The superintendent shall consider the request and may, at his or her discretion, grant the additional leave.

2006-2007

1-7-2 "Immediate family" shall be those relationships specified in the regulations governing sick leave.

1-7-3 Upon request by the teacher, sick leave of up to a total of four (4) days per year may be used for absence for death of persons not covered in the definition of immediate family.

1996-1997

## 1-8 Professional Leave

1-8-1 The District will budget a total of \$5,000 each year for release of professional employees as defined in the Procedural Agreement for leave to attend conferences designed to improve instructional growth of the teacher and aligns with the District's educational initiatives as defined in the continuous improvement plan. No individual certified employee can utilize more than four professional leave days per year. Where a substitute is not employed, the leave will not be deducted from professional leave.

2016-2017

1-8-2 The decision of which professional personnel shall be granted leave under this policy shall be made by the building principal.

1-8-3 Expenses for attendance at approved professional improvement activities, except substitute salary, is the obligation of the participating professional employee.

1-8-4 No certificated employee who is on probation shall be granted professional leave unless such leave has been approved in advance by the employee's immediate supervisor and the Superintendent of Schools.

1-8-5 Professional leave shall not be granted during days when the local District is sponsoring workshops, parent-teacher conferences, or during the first five (5) or last five (5) days of the school term.

2016-2017

## 1-9 Association Leave

1-9-1 Upon request to the Superintendent, a substitute teacher shall be allowed one day per semester to enable the WSEA President and Vice President to carry out his/her duties. The WSEA President will not contact teachers during their assigned duty times. The WSEA shall pay for the cost of the substitute teachers. These days should not be counted against the total days allotted to certified staff for professional leave.

2006-2007

APPLICATION FOR PROFESSIONAL LEAVE

I hereby apply for permission to attend the following conference/meeting: Description of Meeting

\_\_\_\_\_

The meeting will be held at \_\_\_\_\_

on the following dates: \_\_\_\_\_

I would have to be absent from duty from \_\_\_\_\_ to \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

\* \* \* \* \*

If this absence is approved, a substitute would have to be employed for \_\_\_\_\_ days.

I recommend against approval of this application because \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Building Principal

\* \* \* \* \*

\_\_\_\_\_ Application Approved

\_\_\_\_\_ Application Not Approved

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Professional Rights and Responsibilities Committee

3 Copies Required

1- Teacher requesting Professional Leave

1- Principal

1- Professional Leave Committee

## ARTICLE 2

### GRIEVANCE PROCEDURES

#### 2-1 Definitions

- 2-1-1 Grievance: A claim upon alleged violation, misinterpretation, or misapplication of existing School District policies, regulations, resolutions, or rules of the Board of Trustees or School Administration.
- 2-1-2 Day: Any day counted as a contract day. Should the grievance extend beyond the contract school year, a “day” shall mean any day Monday through Friday, exclusive of legal holidays.
- 2-1-3 Aggrieved: A staff member or members asserting to have been adversely affected by the alleged misinterpretation or inequitable application of policies, rules and regulations, as set forth in Item 2-1-1, above.
- 2-1-4 Staff Member: Any certificated personnel covered in the Negotiations Agreement between the Board of Trustees and the Representative Organization.
- 2-1-5 Supervisor: Principal, vice principal, immediate supervisor or other administrative or supervisory officer responsible for the area in which an alleged grievance arises, except for the Superintendent of Schools.
- 2-1-6 Board or District: The Board of Trustees for Joint School District No. 391.

#### 2-2 Time Specifications

- 2-2-1 Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and effort should be made by all parties to expedite the process. The time limits specified may, however, be extended by mutual agreement. Illness or professional absence of the supervisor or Superintendent or aggrieved during the delineated time periods shall be considered justifiable reason for mutual extension of time limits.
- 2-2-2 The aggrieved party may choose to drop the issue at any time. If the time limits or mutual extensions agreed upon are not met by the aggrieved at any level, the grievance shall be considered withdrawn and no longer at issue. Once withdrawn or declared no longer at issue as provided above, the grievance may not be reinstated by the aggrieved.
- 2-2-3 If the supervisor or the Superintendent of Schools fails to meet the time deadline, the grievance shall be moved to the next level.

#### 2-3 The Procedure

### 2-3-1 Informal Level:

Every effort shall be made to resolve a grievance informally and at the lowest possible level. Therefore, an aggrieved staff member, accompanied by any other professional employee (as defined in the Procedural Agreement), if the aggrieved so wishes, shall contact his supervisor concerning the grievance, stating the alleged violation and citing the policy purported to have been violated and stating the solution he thinks most satisfactory.

A complaint must be taken up by the aggrieved with this supervisor within ten (10) days after the occurrence except when it is reasonably established that the employee was unaware of the circumstances that were the basis of his/her complaint or was prevented from presenting a timely complaint by circumstances beyond his/her control. In such event, the complaint must be filed within ten (10) days after the employee becomes aware of the occurrence out of which the complaint arose.

The supervisor shall reply to the aggrieved within five (5) days, stating his decision and the reasons for such decision.

Should the aggrieved decide that the reply of the supervisor is unsatisfactory, he/she may initiate formal proceeding by: (1) notifying the supervisor in writing of his/her intent to seek a different solution to the grievance; and (2) filing a written report of the grievance with the appropriate committee of the Representative Organization. This report shall be accompanied by the written decision of the supervisor. This action shall be taken within five (5) days of receipt of the supervisor's written reply.

### 2-3-2 Formal Level:

#### Step 1:

Within ten (10) days of receipt of the grievance notice, the committee of the Representative Organization and at the employee's option, a non-lawyer representative of the IEA, shall confer with the aggrieved and, after review of available evidence and deliberation of the grievance, shall attempt to negotiate the issue to the satisfaction of the aggrieved and the supervisor.

Should these attempts to mediate fail, the aggrieved, with or without the concurrence of the committee of the Representative Organization, shall request a meeting with the Superintendent of Schools to discuss the grievance. The request for the meeting shall be accompanied by a written statement of the grievance as seen by the aggrieved and also a copy of the reply filed by the supervisor. The meeting with the Superintendent shall be held within ten (10) days of receipt of the request for the meeting. This meeting shall be attended by the aggrieved and designated members of the committee of the

Representative Organization if requested by the aggrieved, or other staff members of this School District of his choice, and at the employee's option, a non-lawyer representative of the IEA, and such personnel of this School District as may be selected by the Superintendent of Schools.

The Superintendent of Schools shall reply in writing to the aggrieved and to the committee of the Representative Organization giving his decision on the grievance, such reply to be within five (5) days of the meeting with the aggrieved.

Should the aggrieved decide that the reply of the Superintendent of Schools is unsatisfactory to him/her, within five (5) days of receipt of such reply, he/she may, with or without the concurrence of the committee of the Representative Organization, file a written request for a hearing with the Board of Trustees at the next regular or special meeting of the Board.

Step 2:

This hearing shall be attended by the aggrieved and designated members of the committee of the Representative Organization, if requested by the aggrieved, or other staff members of this School district of his/her choice, and at the employee's option, a non-lawyer representative of the IEA, and such personnel for the School District as may be selected by the Superintendent of Schools. At the hearing with the Board of Trustees, the written reports of the aggrieved, the supervisor, the Superintendent of Schools, and the committee of the Representative Organization shall be reviewed. No evidence not previously reviewed shall be introduced at the hearing. The Board of Trustees shall formulate its written decision within five (5) days of the hearing.

“Should the hearing involved in Step 1 or Step 2 of the Grievance Procedure be set during school hours at the request of the Superintendent or at the necessity of the School District, the aggrieved and a representative from the Representative Organization shall be released from his/her regular assignment or their assignments without loss of pay or benefits.

If the hearings are scheduled during school hours at the request of the aggrieved, the aggrieved and a representative from the Representative Organization shall be released from duty but shall pay the cost of a substitute as provided in District Policy governing personal leave.”

The decision of the Board of Trustees shall be recorded in the minutes of the Board and in the minutes of the Representative Organization and are understood as binding.

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

Nothing in this grievance procedure shall be interpreted as abrogating the powers and duties of the Board of Trustees nor curtailing the rights of the aggrieved of availing him/herself of the relief provided by the courts or commissions of the State of Idaho, and the protection of the laws of the state.

No reprisals of any kind shall be taken by the Board or the School Administration against any teacher because of his/her participation in the grievance procedure.

- 2-4-1 Should Sections 33-1271 through 33-1276, Idaho Code, be repealed or materially amended, this Grievance Procedure shall be canceled and become inoperative upon effective date of repeal.
- 2-4-2 Should any case be under appeal under the provisions of the Grievance Procedure at a time when the Procedure becomes inoperative through repeal or amendment as provided above, the case shall be carried through to conclusion as provided in this Grievance Procedure.
- 2-4-3 The district shall maintain one (1) personnel file with regard to each employee.

1991-1992

### ARTICLE 3

#### PLACEMENT AND ADVANCEMENT ON SALARY SCHEDULE

- 3-0 Evaluation of courses, credits or prior experience is the responsibility of the Superintendent of Schools.
- 3-1 **ALLOWABLE EXPERIENCE:** After July 1, 1991, new teachers hired by the district will be allowed to bring in all experience.
- 3-2 Salary category is determined by the number of allowable years of experience and degree or credit hours held by the teacher on the date of September 1. If course work is in progress, or if an employee intends to earn credits during the summer which would change an employee's salary category on the following September 1, the employee must submit a letter of intent to the Superintendent no later than April 1. If April 1 falls on a day when school is not in session, the deadline for notification is automatically extended to the next day in session thereafter. The status of employees whose credits are not so certified and which are earned subsequent to September 1 will be determined by transcripts on file in the Office of the Superintendent of Schools as of ~~June~~ October 1. If October 1 falls on a day when school is not in session, the deadline for notification is automatically extended to the next day in session thereafter. In the case of new employees, determination of status will be based on credits and experience as of September 1.
- 3-3 Any hours submitted toward salary placement above Bachelors must have been earned subsequent to Standard Certification or Bachelor's degree, whichever date is more recent.
- 3-4 Salary category is determined by the number of years of allowable experience and degree or credit hours earned by the employee as of September 1. All transcripts supporting the September 1 status must be on file in the Office of the Superintendent no later than October 1.
- 3-5 Correspondence credit may be applied to advancement on salary schedule if approved in advance by the Superintendent of Schools.
- 3-6 Upon submission of proper credits, a teacher may move horizontally from one salary bracket to another and then move in the vertical increments one increment per year until reaching the top of the new bracket.

- 3-7 Hours submitted toward steps beyond the Bachelors or Masters degrees which have been accepted by an accredited college or university for inclusion in a 5<sup>th</sup> year or advanced degree program shall be accepted by this School District. It is the responsibility of the employee to provide proof of such acceptance. Any other hours submitted shall be in academic or professional fields related to the teacher's assignment, or the teacher's subject area endorsements.
- 3-8 In cases where certification has been obtained subsequent to a candidate having earned a Masters or a Doctoral degree, the Superintendent shall have the right to determine training column placement.

1994-1995

3-14 Definitions of Salary Categories:

3-14-1 BACHELOR'S DEGREE OR STANDARD CERTIFICATION: A Bachelor's degree in education or a Bachelor's degree plus hours necessary to complete Standard Certification.

3-14-2 BACHELORS +12: Bachelors in education or Standard Certification plus 12 semester hours in college work earned subsequent to the Bachelors or Standard Certification, whichever is more recent.

3-14-3 BACHELORS +24: Twenty-four semester hours of college work earned subsequent to the Bachelor's degree or Standard Certification, whichever is more recent.

3-14-4 BACHELORS +36: Thirty-six semester hours earned subsequent to the Bachelor's degree or Standard Certification, whichever is more recent. All upper division courses and upper division courses relating to competency in the teacher's assignment will be countable.

3-14-5 BACHELORS +48 and/or MASTERS: Forty-eight semester hours of acceptable upper division or graduate credit hours earned subsequent to qualification of Bachelor's degree or Standard Certification, whichever is more recent. The Masters must be from an accredited college or university.

3-14-6 BACHELORS+60 and/or MASTERS+12: For BA + 60, sixty semester hours of acceptable upper division or graduate credit hours earned subsequent to qualification of Bachelor's degree or Standard Certification, whichever is more recent. Twelve semester hours of college work earned subsequent to the Master's degree or Standard Certification, whichever is more recent, all of which must be acceptable upper division and/or graduate level work.

3-14-7 MASTERS +24: Twenty-four semester hours of college work earned subsequent to the Master's degree or Standard Certification, whichever is more recent, all of which must be acceptable upper division and/or graduate level work.

3-14-8 MASTERS +36 and/or ES/DR: Thirty-six semester hours of college work earned subsequent to the Master's degree or Standard Certification, whichever is more recent, all of which must be acceptable upper division and/or graduate level work. The ES/DR must be from an accredited college or university.

3-14-9 Hours which are earned and which apply for qualification for an Idaho Pupil Personnel Services certificate shall be acceptable for placement brackets of the salary schedule.



3-14-10 Other than as provided in the above paragraphs, no hours can be submitted and counted toward advancement unless approved in advance by the Superintendent of Schools.

KELLOGG JOINT SCHOOL DISTRICT #391  
2019-2020 CERTIFIED SALARY SCHEDULE

	BA 1	BA+12 2	BA+24 3	BA+36 4	BA48/MA 5	BA60/MA12 6	MA24 7	MA36/ES/DR 8
	BA	BA+12	BA+24	BA+36	BA48/MA	BA60/MA12	MA24	MA36/ES/DR
1	30,264	31,839	33,413	34,988	36,562	38,137	39,711	41,286
2	31,537	33,111	34,686	36,260	37,835	39,409	40,984	42,558
3	32,808	34,383	35,957	37,532	39,106	40,681	42,255	43,830
4	34,081	35,655	37,230	38,804	40,379	41,953	43,528	45,103
5	35,352	36,927	38,501	40,076	41,650	43,225	44,800	46,374
6	36,624	38,198	39,773	41,347	42,922	44,497	46,071	47,646
7	37,896	39,471	41,045	42,620	44,195	45,769	47,344	48,918
8	39,168	40,742	42,317	43,892	45,466	47,041	48,615	50,190
9	40,439	42,014	43,589	45,163	46,738	48,312	49,887	51,461
10	41,712	43,287	44,861	46,436	48,010	49,585	51,159	52,734
11	-	44,559	46,134	47,708	49,283	50,857	52,432	54,007
12	-	-	47,406	48,981	50,556	52,130	53,705	55,279
13	-	-	-	50,254	51,828	53,403	54,977	56,552
14	-	-	-	-	53,101	54,675	56,250	57,824
15	-	-	-	-	-	55,948	57,523	59,097

**UPDATED KELLOGG HIGH SCHOOL  
COACHES PER ATHLETE RATIO\***

\*Numbers of Kellogg students will be checked after 3 days of practice

<b>SPORT</b>	<b>POSITION</b>	<b># OF KELLOGG ATHLETES**</b>	<b>COACH</b>
<b>FOOTBALL</b>			
	HEAD COACH		
	1 <sup>ST</sup> ASSISTANT	28	
	2 <sup>ND</sup> ASSISTANT	29-39	
	3 <sup>RD</sup> ASSISTANT	40-51	
	4 <sup>TH</sup> ASSISTANT	52+	
<b>VOLLEYBALL</b>			
	HEAD COACH	11	
	1 <sup>ST</sup> ASSISTANT	12-30	
	2 <sup>ND</sup> ASSISTANT	33+	
<b>CROSS COUNTRY</b>			
	HEAD COACH	27	
	1 <sup>ST</sup> ASSISTANT	28+	
<b>BOYS BASKETBALL</b>			
	HEAD COACH	12	
	1 <sup>ST</sup> ASSISTANT	13-29	
	2 <sup>ND</sup> ASSISTANT	33+	
<b>GIRLS BASKETBALL</b>			
	HEAD COACH	12	
	1 <sup>ST</sup> ASSISTANT	13-29	
	2 <sup>ND</sup> ASSISTANT	33+	
<b>WRESTLING</b>			
	HEAD COACH	23	
	1 <sup>ST</sup> ASSISTANT	24+	
<b>TRACK</b>			
	HEAD COACH	25	
	1 <sup>ST</sup> ASSISTANT	26-35	
	2 <sup>ND</sup> ASSISTANT	36-45	
	3 <sup>RD</sup> ASSISTANT	46+	

BASEBALL			
	HEAD COACH	15-24	
	1 <sup>ST</sup> ASSISTANT	25+	
SOFTBALL			
	HEAD COACH	15-24	
	1 <sup>ST</sup> ASSISTANT	25+	
GOLF			
	HEAD COACH	22	
	1 <sup>ST</sup> ASSISTANT	23+	
Soccer	Head Coach	9	

\*\* Students from other school districts who are allowed to participate by board agreement do not add into the total count as they are added through the initial recommendation of the coach.

Co-curricular committee May 17, 2010  
 Co-curricular committee 10-27-2014  
 Recommended 12-02-2015  
 Approved 05-24-2016

**Joint School District No. 391**  
**Supplemental Assignments**  
**2020-21**

**2-15-1 EXTRA-CURRICULAR ACTIVITIES/DUTIES INDEX SCHEDULE**

The index is based on the base salary agreed to for the year in which the extracurricular service occurs. A minimum of two yearly meetings of extra-curricular committee will be held. The committee will consist of 4 (4) members, two (2) appointed by the superintendent and two (2) appointed by the President of W.S.E.A.

**Base: \$30,264.00**

No. Positions	Activity	Percent of Base	Salary
1	Athletic Director/Game Supervision*	16.45%	\$4,978
1	Head Football Coach	13.56%	\$4,104
2	Head Basketball Coach	13.56%	\$4,104
1	Head Wrestling Coach	13.56%	\$4,104
1	Head Volleyball Coach	13.56%	\$4,104
1	Head Track Coach	12.65%	\$3,828
1	Instrumental Music	12.40%	\$3,753
1	Cross Country Coach	11.40%	\$3,450
4	Assistant Football Coach	9.74%	\$2,948
2	Assistant Basketball Coach	9.74%	\$2,948
1	Assistant Wrestling Coach	9.74%	\$2,948
1	Assistant Volleyball Coach	9.74%	\$2,948
3	Assistant Track Coach	9.74%	\$2,948
1	High School Softball	9.74%	\$2,948
1	High School Baseball	9.74%	\$2,948
1	High School Soccer	9.74%	\$2,948
1	Golf Coach	9.74%	\$2,948
1	High School C-Volleyball	9.74%	\$2,948
1	High School C-Football	9.74%	\$2,948
2	High School C-Basketball	9.74%	\$2,948
1	Senior High Vocal	8.12%	\$2,457
1	High School Yearbook	8.00%	\$2,421
1	Middle School Music	8.00%	\$2,421
1	Middle School Vocal	7.70%	\$2,330
1	High School Drama	7.45%	\$2,255
1	High School Cheerleading Advisor	7.45%	\$2,255
1	High School Asst Softball	6.83%	\$2,067
1	High School Asst Golf Coach	6.83%	\$2,067
1	High School Asst Baseball	6.83%	\$2,067
1	Middle School Yearbook	5.05%	\$1,528
1	Middle School Activities Director	5.00%	\$1,513
4	Middle Volleyball Coach	5.00%	\$1,513
1	Middle Wrestling Coach	5.00%	\$1,513
6	Middle Basketball Coach	5.00%	\$1,513
2	Middle Track Coach	5.00%	\$1,513
1	Middle Cross Country	5.00%	\$1,513
1	ROTC Drill Team Instructor	5.00%	\$1,513
1	ROTC Rifle Team Instructor	5.00%	\$1,513
1	Driver Education Director	5.00%	\$1,513
1	High School Speech	4.50%	\$1,362

## SUPPLEMENTAL ASSIGNMENTS

Extra-curricular activities/duties positions will be compensated an additional 5% of their current remuneration per year of experience, when experience moves are agreed on during negotiations, up to a maximum of 50%. This applies to work in the district in the same position.

The district will create a fund of \$8,500 to compensate activities advisors for activities not included on the supplemental salary schedule. The activities committee will meet September 16 or closest work day following September 15 to determine if any student activity coaches, advisors or other certificated personnel should be added to or deleted from the extra-curricular schedule for the given year. To be considered for inclusion on the schedule, an application must be submitted to the district office between September 1 and 15 describing the activity, students involved, and time involved. The committee shall gather what information they deem necessary from principals and teachers and will decide who will receive a portion of the funds. Individuals who apply must have an assignment or job function that causes them to work directly with kids in a school-centered activity. 2010-2011

### Extra-Curricular Pay\*\*\*

Up to ten years on BA column may be counted under the following guidelines:

1. Only years of coaching within a particular sport or activity will count as experience (not teaching experience.)
2. A coach/advisor who moves from one sport or activity to another or enters an activity for the first time will begin at Step 1.
3. An assistant coach who becomes head coach in another sport will begin at Step 1 at the head coach percentage rate. An Assistant coach who becomes head coach in the same sport will begin at the first step on the Head Coaching schedule that is higher than the assistant's current pay. 2009-2010
4. Middle school basketball and volleyball coaches will be given credit for experience at all levels as long as they are in the same sport. Example: B-team to 7<sup>th</sup> grade, 7<sup>th</sup> to 8<sup>th</sup> grade, 7<sup>th</sup> grade boys or girls to 8<sup>th</sup> grade boys or girls.
5. A head coach who steps down to a lesser coaching position in the same sport will retain his/her experience step at the assistant coach rate.
6. A coach may transfer experience into the district (head to head, head to assistant, assistant to assistant, but not assistant to head.)
  - Persons who resign prior to the end of their sports season or leave for whatever reason will be paid only for their time worked.
  - If they have requested their money, as they can do after a certain period of time in the program, and do not fulfill their commitment, the district would deduct the amount from their next paycheck.
  - In areas such as drama and speech, at least one major festival/performance each semester is required to receive full payment for the activity.
  - It is recommended that no clubs/organizations be included in the extra-curricular salary schedule.

\*\*\*Effective with the 2003-04 school year – No retroactive payments

ARTICLE 4

INSURANCE

4-1 That for the contract year of 2020-21, the Association and the School District agree as follows:

4-1-1 That the School District will provide a \$50,000 term life insurance policy for professional employees as defined in the Procedural Agreement and will pay ninety-five percent (95%) of the employee premium.

Dependent life insurance coverage in the amount of \$5,000 for spouse and children is available to qualified district employees at a cost to the employee of \$1.67 per month.

4-1-2 That the School District agrees to pay ninety-five percent (95%) of the individual Blue Value premium cost under the adopted Blue Cross plan for each primary insured professional employee(as defined in the Procedural Agreement who elects to belong to the group health and dental insurance plan.) If the employee chooses the N2 plan, they will pay the premium difference between the Blue Value Plan and the corresponding N2 Plan premium.

2013-2014

In the case where two District employees who would normally be covered under the individual plan coverage are eligible for family coverage, the District will apply the amount of money for one of the individual primary insured to the family coverage.

4-1-3 The District will adopt the Cafeteria 125 plan in accordance with the proposal offered by American Fidelity.

4-1-4 For each professional employee working less than 20 hours per week, no insurance benefits will be paid by the district. For each professional employee working 20-25 hours per week, the district will pay 50% of what is paid for employees who work full-time. For each professional employee working 26-30 hours per week, the district will pay 80% of what is paid for employees who work full-time. For each professional employee working above 30 hours per week, the district will pay full benefits as described in 4-1-2 above.

2010-2011

4-1-5 If an employee can demonstrate that they are fully covered by non-district health insurance through a spouse's employer or an alternate employer, they can opt to receive \$150.00 per month through regular payroll. This would be prorated for part-time employees. The option would not result in any added cost to the school district. Currently this would mandate a total of (20) employees opting out of district insurance benefits.

2005-2006

4-2 That the District will pay 50% of the dependent Blue Value premium cost under the adopted Blue Cross plan medical and dental coverage elected by eligible employees. If the employee chooses the N2 plan, they will pay the premium difference between the Blue Value Plan and the corresponding N2 Plan premium.

2014-2015

- 4-3 That in a case where both husband and wife are employed by the District and elect a family coverage plan, the one spouse may elect benefit coverage under either 4-1-2, above, or 4-1-5, but not both.
- 4-4 A disability plan will be maintained with the provision that 180 days must elapse from date of disability before becoming eligible for the plan.
- 4-5 That the district will implement a “Premium Only Plan” in which employees have the opportunity to deduct their portion of insurance premiums from their gross wages.
- 4-6 For the summary of medical/visual/dental/life/disability premiums coverage see page 34.
- 4-7 Insurance – Early Retirement. To the extent the district’s health insurance carrier allows certificated employees to participate in the district’s group health insurance program, such retirees shall have the option of doing so up to age 65. Responsibility for obtaining and paying for such insurance shall be the responsibility of the retiree. In the event the insurance fails to provide such coverage, it shall not be available from the district.
- 4-8 An insurance committee will be formed to make recommendations on an insurance package prior to negotiations each spring.

2005-2006



Kellogg Joint School District No. 391

**Blue Cross Rates - effective 9/1/20**

<b>BLUE VALUE (Base Plan)</b>					
	<b>Employee</b>	<b>Employee/ Spouse</b>	<b>Emp/Spouse 1+Children</b>	<b>Employee/ 1 Child</b>	<b>Employee/ 2+Children</b>
<b>MEDICAL/VISION</b>					
District cost	676.73	1092.51	1220.73	864.66	954.91
Employee cost	<u>35.62</u>	<u>451.39</u>	<u>579.62</u>	<u>223.54</u>	<u>313.79</u>
<b>Total medical/vision premium</b>	<b><u>712.35</u></b>	<b><u>1543.90</u></b>	<b><u>1800.35</u></b>	<b><u>1088.20</u></b>	<b><u>1268.70</u></b>
<b>HMOBLUE N PLAN (Buy Up Plan)</b>					
<b>MEDICAL/VISION</b>					
District cost	676.73	1092.51	1220.73	864.66	954.91
Employee cost	<u>139.57</u>	<u>703.34</u>	<u>867.72</u>	<u>394.14</u>	<u>515.09</u>
<b>Total medical/vision premium</b>	<b><u>816.30</u></b>	<b><u>1795.85</u></b>	<b><u>2088.45</u></b>	<b><u>1258.80</u></b>	<b><u>1470.00</u></b>
<b>DENTAL PLANS</b>					
<b>DELTA DENTAL PLAN OF IDAHO</b>					
District cost	32.90	50.21	82.29	50.00	66.00
Employee cost	<u>1.73</u>	<u>19.05</u>	<u>51.12</u>	<u>18.83</u>	<u>34.83</u>
<b>Total dental premium</b>	<b><u>34.63</u></b>	<b><u>69.26</u></b>	<b><u>133.41</u></b>	<b><u>68.83</u></b>	<b><u>100.83</u></b>
<b>WILLAMETTE DENTAL OF IDAHO</b>					
District cost	45.98	69.61	89.63	69.61	89.63
Employee cost	<u>2.42</u>	<u>26.05</u>	<u>46.07</u>	<u>26.05</u>	<u>46.07</u>
<b>Total dental premium</b>	<b><u>48.40</u></b>	<b><u>95.65</u></b>	<b><u>135.70</u></b>	<b><u>95.65</u></b>	<b><u>135.70</u></b>
<b>UNITED HERITAGE LIFE INSURANCE COMPANY</b>			Employee	District	
			<u>Cost</u>	<u>Cost</u>	<u>Total</u>
Effective Rates 9/1/09					
Coverage - \$50,000 with AD&D			0.40	7.60	8.00
Life insurance is available for spouse and dependents at \$5,000 each for \$1.67 per month.					

## ARTICLE 5

### HOURS OF EMPLOYMENT

#### 5-1 Half- contract Hours of Employment

5-1-1 Half-contract employees shall be provided the opportunity to work in the building as assigned by the principal four hours per day in order to qualify for membership in the Idaho Public Employees Retirement System.

#### 5-2 Full-time contract Hours of Employment

5-2-1 Teachers assigned as mentors and peer assistants will be paid a \$900.00 bonus for participating in the program.

2018-2019

5-2-2 The WSEA, or any other individual teacher or group of teachers, may recommend to the principal of the appropriate building, colleagues identified as in need of assistance in their classroom. The notification shall be in writing specifying the assistance needed. If, after investigation, the principal decides that assistance, through a mentor or mentors, is needed the principal may appoint a mentor or mentors to help in the manner directed by the principal. If necessary, the district will hire substitutes to release the mentors from their classrooms for this purpose.

5-2-3 The School District shall pay \$27 on behalf of each teacher required to undergo a background check. The District shall make an effort to provide facilities and personnel to assist in the background checks. To the extent the District has control over the records resulting from the background checks, the District will, to the extent required by law, maintain confidentiality of said records.

2018-2019

5-2-3 The District may require an employee to be tested for drugs or alcohol only if there is probable cause to believe that the employee is under the influence of drugs or alcohol while at work. If the District requires such a test, the District will be responsible for any cost. The test shall be in the form of a urinalysis, as opposed to a blood test, performed by a qualified agency. If applicable law requires procedures different from those prescribed in this paragraph, the law shall be followed.

5-2-5 To the extent allowed by law, information received by the District from the Juvenile Justice Department shall be passed on to the teacher(s) who will be working with the student.

1997-1998

5-2-6 One early release day each quarter will be given for teachers to work in their classrooms.

5-2-7 Teachers who are requested by principals to substitute for them will receive a stipend of \$26 (twenty six) per day.

2002-2003

## ARTICLE 6

### BOARD POLICIES RELATED TO PERSONNEL AND EDUCATIONAL PROGRAMS

#### 6-1 School Day Policy No: 442 (Existing Board Policy No. 442)

6-1-1 It shall be the policy that teachers be available in the buildings thirty minutes before the start of classes and be available thirty minutes after the conclusion of classes.

All school personnel shall make arrangements through their building supervisors when necessary to be absent from the building during any part of the school day.

2006-2007

#### 6-2 Class Size Policy No: 611 (Existing Board Policy No. 611)

6-2-1 The school district does not establish an arbitrary minimum or maximum class size.

As a general guide, the district board of trustees directs that effort be made to adjust class size and teacher load to comply with the rules promulgated by the State Board of Education and the regional accreditation association.

The district must seriously question the economic feasibility and availability of operating classes or class sections in which less than fifteen students are enrolled.

2006-2007