

A Negotiated Agreement

based on cooperation

between

The Board of Trustees

of

Blackfoot School District No. 55

and

The Blackfoot Education Association

Blackfoot School District No. 55

270 East Bridge Street

Blackfoot, Idaho 83221

Telephone (208) 785-8800

Blackfoot Education Association

270 East Bridge Street

Blackfoot, Idaho 83221

Telephone (208) 785-8800

July 1, 2021 – June 30, 2022

**BLACKFOOT BOARD OF TRUSTEES**

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Mary Jo Marlow  
Sonya Harris  
Dewane Wren  
Karen Driscoll

**Superintendent of Schools**  
**Blackfoot School District No. 55**  
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**BLACKFOOT EDUCATION ASSOCIATION**

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Tim Bonnell..... ESP Rep-Elect

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## **PREAMBLE**

This agreement, between the Board of Trustees of Blackfoot School District No. 55, Bingham County, Blackfoot, Idaho, (hereinafter called the “board”), and the Blackfoot Education Association, (hereinafter called the “association”), affiliated with the Idaho Education Association and the National Education Association and representing all certified employees (hereinafter called the “employee”) of the board, excluding the superintendent, assistant superintendents, district directors of special programs, business manager, principals, and vice principals, incorporates a number of understandings through negotiation which derive from the parties’ mutual beliefs that each pupil is entitled to an education of the highest quality.

## **ARTICLE I ASSOCIATION RIGHTS**

### **A. SCHOOL VISITS**

Representatives of the association and their affiliates will be permitted on school property at all reasonable times, provided this will not disrupt normal school operations. Such representatives will notify the school principal and receive permission. No reasonable request – will be denied.

### **B. BUSINESS COMMUNICATIONS**

Designated representatives of the association will be allowed to receive telephone messages and other communiqués concerning association business.

### **C. RELEASED TIME**

1. At the beginning of every school year, the association will be credited with twelve (12) days which will be taken in no less than one-half (1/2) day increments to be used by employees who are officers or agents of the association, such use, with pay, to be at the discretion of the association. The association will pay the substitute. These days will be in addition to those provided by Idaho Code 33-513. The superintendent will be notified no less than twenty-four (24) hours prior to the commencement of such leaves. Any exception to the twenty-four (24) hour notice must be approved by the superintendent.
2. Association members on official business assignments for the Idaho Education Association will receive released time as needed. The superintendent is to be notified of the need for released time at least five (5) days prior to the actual date. The association will reimburse the district for the cost of the substitute in each case where this released time is utilized.
3. In the event that negotiations are held during the school day, the district will pay for the cost of substitutes.

### **D. NEW PERSONNEL**

The names and addresses of newly hired employees will be available for inspection at the school district office during regular business hours.

### **E. ASSOCIATION MEETINGS**

1. The association may use district buildings without the usual rental cost for association meetings. Arrangements for the use of the building will be made in advance of the meeting with the principal of the building involved.
2. The Executive Board Members and Building Representatives of the association will meet the third Tuesday of each month at 3:30 p.m. Coverage will be provided by the district.

3. BEA representatives will be included in discussions when the district addresses local, state, and national emergencies that impact the school year and student instruction.

#### **F. COMMITTEES**

District committees with school board representation will also include at least one BEA representative. At least one BEA Co-President will also be an ex officio member of the committees.

### **ARTICLE II**

#### **TEACHER PROTECTION AND RIGHTS**

##### **A. THE BOARD AND THE ASSOCIATION AGREE**

1. To recognize the rights of citizenship of trustees and employees.
2. To recognize the responsibility for the safety, well-being, and equitable treatment of employees. They will not require acts to be performed that threaten employees' safety or well-being.
3. To make every reasonable effort to interpret and apply rules uniformly throughout the district.

##### **B. PERSONNEL FILES**

1. The file of each employee will be open to the employee upon request, and the employee – will have the right and opportunity to discuss any matter pertaining to his/her file with the appropriate administrator and to file a written rebuttal to any evaluative report therein. There will be only one (1) official file for each employee which will be kept at the administration office. Inspection will be restricted by applicable federal and state privacy laws and regulations.
2. All written material maintained by the district concerning the performance of an employee and all written material upon which an evaluation of the employee is based will be placed in the official file. The employee will be provided with a copy of the material at the same time it is placed in the official file. An employee will have the right to submit a response to any material placed in their personnel file. Upon written request, said response will be placed in their personnel file. The employee has the right to request the removal of any material from the personnel file.

##### **C. EVALUATION OF PERFORMANCE**

The district will conduct evaluation of the performance of all employees. All monitoring and observation of the work performance of an employee will be conducted openly.

##### **D. APPEARANCE BEFORE EMPLOYER**

When any employee is required to appear before the board or an administrator concerning reassignment or any matter regarding the employee's professionalism, continued employment, salary or any increments pertaining thereto, the employee will be entitled to have a representative of their choice present, if requested, to advise and/or represent the employee during such meeting or interview. This representative may be a member of the association.

The employee will have a twenty-four (24) hour period between the notification of a meeting and the meeting with the board or an administrator concerning reassignment or any matter regarding the employee's professionalism, continued employment, salary or any increments pertaining thereto.

In situations that involve the health and safety of students, the twenty-four (24) hour period of notification of a meeting will not be required.

The notification will advise the employee of the reason for the meeting and of their right to have a representative present.

#### **E. LEGAL SERVICES**

The board of trustees will support the pursuit of legal action against any individual (student or adult) that commits assault and/or battery upon an employee while engaged in school activities.

### **ARTICLE III GRIEVANCE PROCEDURE**

#### **A. DEFINITIONS**

1. A “grievance” is a claim based upon an employee’s belief that there has been a violation, a misinterpretation, or a misapplication of a law, state regulation having the affect of a law, a written contract, board policy, or administrative regulations.
2. A “grievant” may be an employee, group of employees, or the association.
3. The term “days” when used in this article will, except where otherwise indicated, mean working school days; thus, weekend or vacation days are excluded.

#### **B. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise.

#### **C. GENERAL PROCEDURES**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. At all levels of a grievance, after it has been formally presented, at least one (1) member of the association will attend meetings, hearings, appeals, or other proceedings required to process the grievance.
3. When the administration schedules grievance hearings during regular school hours, the grievant and a representative of the association will be released from their regular assignment without loss of pay or payroll benefits.

#### **D. INITIATION AND PROCESSING**

1. Level One -- The grievant will first discuss his/her grievance with his/her principal or immediate supervisor, either directly or through the association’s designated representative.
2. Level Two – A grievant who is not satisfied with the decision of his/her principal or immediate supervisor, may request a meeting with the Grievance Committee within five (5) days of his/her principal/immediate supervisor otherwise the issue will not be considered as a grievance. Grievance Committee members will be appointed by the superintendent in consultation with BEA co-presidents or designees.
3. Level Three –

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after presentation of the grievance, otherwise he/she must file the grievance in writing and refer it to the superintendent of schools.
- (b) Within five (5) school days after receipt of the written grievance by the superintendent, the superintendent will meet with the grievant and association representative in an effort to resolve it.

4. Level Four –

If the grievant is not satisfied with the disposition of his/her grievance at Level Three, five (5) school days after a decision by the superintendent, or ten (10) school days after he/she has first met with the superintendent, whichever is sooner, he/she may refer it to the board. Within ten (10) school days after receiving the written grievance, the board will meet with the grievant and association representative for the purpose of resolving the grievance.

5. Level Five --

- (a) If the grievant is not satisfied with the disposition of his/her grievance at Level Four, or if no decision has been rendered within ten (10) school days after he/she first met with the board, then the grievance will be submitted to an arbitrator, who is agreed upon by both parties.
- (b) The costs for the services of an arbitrator, including per diem expenses, will be shared by the board and the association.
- (c) The decision of the arbitrator will be the final and conclusive resolution of the grievance unless the board overturns the arbitrator's decision by resolution at the board's next regularly scheduled public meeting. Either party may, within forty-two (42) calendar days of the filing of the board's decision, appeal to the district court of this county.
- (d) Failure to agree upon an arbitrator will result in the use of the American Arbitration Association.
- (e) Within fifteen (15) days from the initiation of Level Five for advisory arbitration, an arbitrator must be agreed upon.

**E. RIGHTS OF EMPLOYEES TO REPRESENTATION**

- 1. No reprisals of any kind will be taken by the board or by any member of the administration against any party in interest, any association representative, any member of the grievance committee, or any other participant in the grievance procedure by reason of such participation.
- 2. The board agrees to make available to the grievant and his/her representative, all public records and the personnel records of the grievant(s) in its possession or control and which are relevant to the issues raised by the grievance.

**ARTICLE IV  
VACANCIES**

1. The district, within a reasonable time after determining that a staff vacancy exists, will notify employees of the vacancies through the district web site, district email and/or other media.
2. Employees who are presently employed will be given adequate opportunity to make application for all vacancies and/or to request for a transfer to fill such vacancies.
3. In filling such vacancies, interviews will be offered to qualified employees already employed by the district.
4. Charges may be filed with the Professional Standards Commission for breach of contract if an employee resigns prior to fulfilling the terms of his/her contract.

**ARTICLE V  
REDUCTION IN FORCE POLICY**

The board's "Reduction in Force" policy will not be altered without the board notifying the association of proposed changes and providing the association an opportunity to comment and to make suggestions.

**ARTICLE VI  
LEAVES OF ABSENCE**

**A. SICK LEAVE**

Sick leave for any employee absent from duty due to personal or family illness or injury – will be allowed at the rate of twelve (12) days per year accumulative from year to year.

An administrator will require a medical statement as verification of illness on leaves of five (5) consecutive days or longer, when a pattern of absences is identified, or when sick days are used immediately following an extended use of personal days. Upon the sixth (6<sup>th</sup>) consecutive sick leave day, employees will be asked to complete and submit documentation related to the Family Medical Leave Act.

**B. FAMILY ILLNESS**

The board of trustees will grant leave of absence with pay, to be deducted from sick leave, to any employee unavoidably absent because of an accident or illness within the immediate family, defined as father, mother, husband, wife, spouse's parents, sister, brother, the employee's own children or a member of the household. Unavoidable absence will consist of those circumstances where the employee's presence is required to take care of the immediate family member because of the age or the degree of illness or injury of the family member. An administrator may require a medical statement as verification that the absence was or is needed in order to take care of the immediate family member. Requests for family illness not specifically defined in this agreement will be reviewed and granted or denied on an individual merit by the board of trustees. Application for family illness not specifically defined, must be submitted to the superintendent within ten (10) days after the illness.

### **C. PERSONAL LEAVE**

1. An employee may take personal leave in not less than one-half (1/2) day increments and up to five (5) days per school year.
2. Except in emergencies, an applicant for this leave will make a request for the leave to the building principal or the immediate supervisor at least three (3) days prior to the start of the leave. Approval or denial, including reason for denial for this leave will be given on the appropriate form.
3. Provided, however, that except in emergencies, leaves under this section may be taken only upon the following conditions being met:
  - a) Prior arrangements have been made for a substitute using the same procedure as for illness.
  - b) Advance lesson plans for the substitute will be completed.
  - c) No personal leave days may be taken during parent/teacher conferences.
  - d) Personal leave requests may be denied, providing in the judgment of the principal, adequate teaching personnel is not available and/or the quality of the program is impaired.
4. As an incentive not to use this leave, the certified employee shall be paid for the unused portion of days not advanced, at the rate of \$50 per unused personal day. A payout for unused personal leave will not exceed \$250 per year. A teacher can accumulate no more than five (5) personal days coming into the 2021-22 contract year.
5. No unused personal leave may be converted to sick leave.

### **D. MATERNITY LEAVE/CHILDREARING LEAVE**

1. A maternity/childrearing leave without pay is available in accordance with the Family Medical Leave Act. The employee requesting such leave should provide the district with a written notice of the employee's intent to take such leave at least thirty (30) days prior to commencement of the leave. Circumstances requiring leave beyond that given under the Family Medical Leave Act will be considered under conditions of Item K, Other Leave, in this article.
2. An employee on leave under the terms of this section has the option to participate in the district's group hospitalization insurance program and the group life insurance program, subject to the rules of the underwriter(s), at her/his own expense provided the employee requests to do so when submitting the original leave application. An employee accepting this leave, and participating in the group insurance plans mentioned, must pay the full amount for the costs of these benefits to the district office no later than the tenth (10<sup>th</sup>) day of each month.

### **E. BEREAVEMENT LEAVE BANK**

1. Employees must be a member of the sick leave bank in order to participate in the bereavement leave bank. To join the bereavement leave bank, the employee must donate one (1) sick leave day no later than October 1 of the current school year, or within thirty (30) days following initial employment, whichever is later.
2. An employee who is not a member of the bereavement leave bank will be granted family bereavement leave of up to five (5) days with pay that will be deducted from employee leave.

3. An employee who is a member of the bereavement leave bank will take two (2) days, to be deducted from employee leave, and may then be granted up to five (5) extra days, with pay, by the employee leave committee to be taken from the bereavement leave bank for family bereavement.
4. Extensions of either of these leaves, to be taken from sick leave or personal leave, due to extraordinary circumstances.
5. The bereavement leave bank will be administered by the employee leave committee.
6. Once established, the employee leave committee will determine the number of sick leave days each participant must contribute to keep the bank solvent.
7. The employee leave committee will notify the superintendent and the BEA co-presidents thirty (30) days prior to the assessment.

#### **F. ACADEMIC LEAVE**

1. An employee may, upon written application, prior to the conclusion of the contract year, be granted leave of absence without pay for a period not to exceed one (1) year for pursuing studies related to professional growth and improvement.
2. Approval of academic leave of absence will be at the discretion of the board upon consideration of a specific application. **Requests for academic leave** must be submitted in writing prior to March 1 of each year for leave during the ensuing school year.
3. Eligibility for an academic leave of absence requires a minimum of four (4) years of continuous employment by the school district immediately prior to such leave of absence.
4. While an employee is granted a leave of absence, he/she will retain the following rights held by him/her before such leave was granted.
  - (a) The same experience position on the salary schedule as held when the leave was granted.
  - (b) Unused sick leave as held at the start of the leave of absence.
5. An employee on leave of absence must give written notice to the superintendent of schools prior to March 1 of the year the leave expires of his/her intention to return or resign. Failure to furnish such written notice will constitute a notice of resignation. An employee on leave may, because of extenuating circumstance, present a written request to the superintendent of schools to extend the notification date to May 1.
6. Reemployment or reinstatement during the school year, i.e., prior to expiration of the approved one (1) year term of leave, will be at the discretion of the board.
7. An employee on leave may continue to participate in the district's group hospitalization insurance program and the group life insurance program, subject to the rules of the underwriter(s), provided he/she pays the full amount for the cost of these benefits to the district office no later than the tenth (10<sup>th</sup>) day of each month.
8. Failure to complete fifteen (15) semester credits or their equivalency of study as agreed to in part 2 above, will result in the teacher breaking the terms of his/her academic leave and consequently will relinquish his/her right to renewable contract as per Idaho Code 33-515. Should the employee desire employment in Blackfoot School District No. 55 for the ensuing year, he/she would need to reapply and compete with other job applicants.

## **G. MILITARY LEAVE**

1. Military leaves of absence will be granted for employees who are inducted for a term of military service in accordance with the Soldiers and Sailors Civil Relief Act of 2003.
2. While an employee is granted military leave of absence he/she shall:
  - (a) Continue to gain seniority and rights and benefits that such person would have attained if the person had remained continuously employed.
  - (b) Be reinstated after completion of a term of military service according to the Soldiers and Sailors Civil Relief Act of 2003.
  - (c) Salary schedule advancement for graduate work in education or field of teaching received while in the service.

## **H. LEAVE FOR ELECTIVE PUBLIC OFFICE**

1. An employee may be granted a leave of absence, without pay, upon written application prior to the conclusion of the school year, for a period not to exceed one (1) year, to campaign for himself/herself for elective public office. If elected to public office, the employee will be entitled to a leave for the duration of the term of that office.
2. Approval of such leave of absence will be at the discretion of the board upon consideration of a specific application. The decision will be presented to the employee, in writing, within one (1) month of the date of application.
3. Eligibility for such leave of absence requires a minimum of three (3) years of continuous employment by the school district immediately prior to such leave of absence.
4. While an employee is granted leave of absence, he/she will retain the following rights held by him/her before such leave was granted:
  - (a) The same position on the salary schedule as held when the leave was granted.
  - (b) Unused sick leave as held at the start of the leave of absence.
5. An employee on leave of absence must give written notice to the superintendent of schools prior to March 1 of the year the leave expires of his/her intention to return or resign. Failure to furnish such written notice will constitute a notice of resignation. An employee on leave may, because of extenuating circumstances, present a written request to the superintendent of schools to extend the notification date to May 1.
6. An employee on leave under the terms of this section has the option to participate in the district's group hospitalization insurance program and the group life insurance program, subject to the rules of the underwriter(s), at his/her own expense provided the employee requests to do so when submitting the original leave application. An employee accepting this leave, and participating in the group insurance plans mentioned, must pay the full amount for the cost of these benefits to the district office no later than the tenth (10<sup>th</sup>) day of each month.

## **I. LEAVE TO SERVE AS IEA/NEA OFFICER**

1. Leave without pay will be granted to any employee who is elected to a full-time office in the Idaho Education Association or National Education Association for the terms of said office.
2. Approval of this leave will be at the discretion of the board upon consideration of a specific application and such approval must be granted in writing before the leave is started.

3. While an employee is granted the leave of absence, he/she will retain the following employment rights held by him/her before such leave was granted:
  - (a) The same position on the salary schedule as held when the leave was granted.
  - (b) Unused sick leave as held at the start of the leave of absence.
4. Eligibility for such leave requires a minimum of three (3) years continuous employment by the school district immediately prior to such leave of absence.
5. An employee on this leave of absence must give written notice to the superintendent of schools prior to March 1 of the year the leave expires of his/her intention to return or resign. Failure to furnish such written notice will constitute a notice of resignation. An employee on leave may, because of extenuating circumstances, present a written request to the superintendent of schools to extend the notification date to May 1.
6. Reemployment for the beginning of the new school year will not necessarily be in the same position; however, the board will return the employee to the same comparable position.
7. An employee on leave under the terms of this section has the option to participate in the district's group hospitalization insurance program and the group life insurance program, subject to the rules of the underwriter(s), at his/her own expense provided the employee requests to do so when submitting the original leave application. An employee accepting this leave, and participating in the group insurance plan mentioned, must pay the full amount for the cost of these benefits to the district office no later than the tenth (10<sup>th</sup>) day of each month.

#### **J. COURT SUMMONS**

An employee called for jury duty or subpoenaed as a witness in a matter related to his/her employment with the district will be entitled to leave of absence with pay, providing the employee submits any daily compensation, excluding mileage reimbursement that they have received from the court to the school district.

#### **K. OTHER LEAVE**

1. Requests for leave not specifically defined in other places in the policy manual will be reviewed and granted or denied on individual merit by the board of trustees. Other leaves must be non-paid days. An employee may be granted a leave of absence, upon written application prior to the conclusion of the school year, for a period not to exceed one (1) year.
2. An employee on leave of absence must give written notice to the superintendent of schools prior to March 1 of the year the leave expires of his/her intention to return or resign. Failure to furnish such written notice will constitute a notice of resignation. An employee on leave may, because of extenuating circumstances, present a written request to the superintendent of schools to extend the notification date to May 1.
3. An employee on leave under the terms of this section has the option to participate in the district's group hospitalization insurance program and the group life insurance program, subject to the rules of the underwriter(s), at his/her own expense provided the employee requests to do so when submitting the original leave application. An employee accepting this leave, and participating in the group insurance plans mentioned, must pay the full amount for the cost of these benefits to the district office no later than the tenth (10<sup>th</sup>) day of each month.

## **L. EMERGENCY LEAVE**

1. Emergency leave may be granted for absences due to the closing of roads and/or floods as the result of severe weather conditions. This contract provision is applicable per occurrence.
2. Applications for emergency leave must be made within ten (10) days of the severe weather and are to be made to the superintendent of schools.
3. Emergency leave will apply to sick leave on the first day of severe weather conditions as approved by the superintendent of schools. The superintendent of schools will have the authority to determine if severe weather conditions meet the specifications of the contract.
4. Emergency leave may not be taken for absences caused by flat tires, dead batteries, faulty windshield wipers, failure of cars to start, blocked driveways, or weather related absences that occur while the employee is away from home for the weekend or on vacation. Absences defined in L-4 are to be taken as personal leave days.
5. Only one (1) day of emergency leave may apply to sick leave. The second or more days of emergency leave must be taken as personal leave.
6. Emergency leave days that are to be applied to personal leave may not exceed the five (5) personal leave days allowed by this contract. Emergency leave days that go beyond the five (5) personal leave days are to be non-paid days.

## **ARTICLE VII**

### **SICK LEAVE BANK**

#### **A. SICK LEAVE BANK BENEFITS ELIGIBILITY**

To be eligible for the sick leave bank benefits the employee must:

1. Be a contributor to the bank.
2. Be assessed two (2) days of deduct pay after using all accumulated sick leave and personal leave days.
3. Have pregnancy, illness or injury to the employee or a family member that will require absence in addition to accumulated sick leave. A family member is defined as spouse, child, parents, spouse's parents, brother, or sister of the employee or any member of the employee's household.
4. Become a sick leave bank member no later than October 1 of the current school year, or within thirty (30) days following initial employment whichever is later.

#### **B. EMPLOYEE LEAVE COMMITTEE**

1. The employee leave committee will be comprised of four (4) employees, three (3) who will be appointed by the Blackfoot Education Association, and two (2) administrators. One (1) of the employees will be a classified employee to be jointly appointed by the Blackfoot Education Association and the superintendent or designee.
2. Five (5) members of the six (6) members of the employee leave committee – will be present in order for the committee to consider applications for grants or to conduct other business.
3. The employee leave committee must establish rules of operation that are to include, among other things, the rules of eligibility for receiving benefits from the sick leave bank.

### **C. APPLICATIONS FOR SICK LEAVE BANK GRANTS**

1. Applications for grants from the bank must be made on the sick leave bank application form when it becomes apparent that there will be a need for additional sick leave days, but no later than thirty (30) days after the second day of assessed deduct-pay as stipulated under the eligibility requirement in Section A.
2. Employees who submit an application for additional sick leave after the deadline established in Section C-1 will be assessed additional deduct pay for each day after the application deadline.
3. Applications for grants from the bank must be submitted to the chairperson of the employee leave committee.
4. Sick leave bank requests must be made in full day increments and be consistent with recommendations of a licensed physician.
5. The employee leave committee will meet within thirty (30) days after any application is received to review the application. There will be no loss of compensation until after the application is acted on by the bank.
6. The employee leave committee will respond to each application for a grant in writing within seven (7) days after the committee meeting, and in the event the application is denied, will state the reason for such denial. An applicant may appeal any action of the employee leave committee. The appeal must be within a fourteen (14) day period from the date of the meeting at which the action was taken. Appeals are to be made to the chairperson of the committee for reconsideration by the entire committee. Appeals must be acted upon within fifteen (15) days of the filing of the appeal. The appeal must be filed in writing.
7. The employee leave committee may require proof of incapacitation due to illness or accident.
8. The superintendent of schools will be notified in writing at least five (5) days prior to each employee leave committee meeting.
9. Principals or supervisors of sick leave bank applicants may be invited to employee leave committee meetings.
10. Decisions on the acceptance or denial of sick leave bank applications will be based upon the employee's application, information supplied by the principal or supervisor, information supplied by the district office, and testimony of interested parties.
11. The superintendent of schools must be notified in writing of any and all actions taken by the committee.

### **SICK LEAVE BANK DONATIONS**

1. The employee leave committee — will determine the number of sick leave days each participant must contribute in order to join or to keep the bank solvent. It will be the responsibility of the employee leave committee to notify the superintendent of schools and the co-presidents of the Blackfoot Education Association fifteen (15) days prior to such assessment.
2. Bank members may donate additional days to the bank each year, the amount not to exceed a total of twenty percent (20%) of their accumulated sick leave. Such donations may be made no later than October 1 of the current school year.

## **ARTICLE VIII SCHOOL YEAR**

### **A. DEFINITION**

The school year will be 167 days -- or equivalent -- with pay, including six (6) paid holidays.

### **B. EXTENSION OF SCHOOL YEAR**

Any employee with an extended contract will have salaries augmented for each extra day by adding 1/167<sup>th</sup> -- or equivalent -- of their regular salary within the contract year. Any employee required to work a non-contracted day will receive a trade day.

## **ARTICLE IX SCHOOL DAY**

### **A. CONTRACT DAY**

In accordance with Board Policy 467, the contract time for full-time certified employees will be 8.25 hours for instructional days and 7.0 hours for professional development days. Each school administrator will establish the beginning and end time of the contract day that suits the needs of the building.

### **B. DUTY-FREE LUNCH**

Every employee will be granted a minimum of thirty (30) consecutive minutes' duty-free lunch each day. The individual school will develop appropriate schedules to insure that this will happen with respect to the uniqueness of their buildings.

### **C. PREPARATION TIME FOR ELEMENTARY TEACHERS**

Elementary teachers will be provided at least 2 hours of preparation time during instructional time each week. This time will be arranged by the administration and staff of each building and may vary from day to day. This will be done without lengthening the school day. Teachers may be asked to attend collaboration meetings to discuss instructional strategies and/or data relevant to student needs during their preparation time not to exceed 30 minutes.

### **D. ELEMENTARY MUSIC AND PHYSICAL EDUCATION INSTRUCTORS**

Music and physical education instructors will be hired to provide to each elementary student in grades K-6 specialized instruction in these areas. Instructors, proficient in the special subject areas, will be utilized to instruct these subject areas.

Regular classroom teachers will work with principals and the special subject area instructors in identifying times when the classes will be scheduled.

When the instructors are in charge of these classes, the classroom teachers will use the time for instructional planning. Classroom teachers will not be required to remain in charge of the classrooms for disciplinary purposes when the instructors are instructing the class.

### **E. EARLY DISMISSAL**

School will be dismissed two (2) hours early if school is in session on the day before Thanksgiving and three (3) hours early on the last day of school. If Christmas Eve or Easter fall within three (3) days of the beginning date of the Christmas Break or Spring Break, school will be dismissed two (2) hours early before Christmas Break or Spring Break.

## **F. PROFESSIONAL DEVELOPMENT**

Days will be designated as professional development days for educator and/or staff inservice.

## **G. ALTERNATIVE EDUCATION PROGRAM**

An alternative education program will be provided within the district for students in grades 6-12.

## **H. TEACHER WORK DAYS**

Each year, at least 3 of the 9 work Fridays, will be teacher work days. Administrators may schedule meetings for no longer than two hours of the day's schedule. Each of the three days need to be determined at the beginning at the beginning of the school year or on a trimester-to-trimester basis. One hour each of the required 9 work Fridays will be designated for teachers to work on meeting requirements necessary for advanced professional placement. Administrators or a designee will be available for questions.

## **ARTICLE X**

### **STUDENT CODE OF CONDUCT POLICY**

The board's "Student Code of Conduct" policy will not be altered without the board notifying the association of proposed changes and providing the association an opportunity to comment and to make suggestions.

**ARTICLE XI  
BLACKFOOT SCHOOL DISTRICT NO. 55  
PROFESSIONAL COMPENSATION**

- A. **SALARY SCHEDULE 2021-22** – Employees returning to the District for the 2021-22 contract year will be advanced one step beyond their placement for the 2020-21 school year, provided the employee meets the advancement criteria set forth by the Idaho State Department of Education.

**Salary Schedule**

Exp	BA	BA + 24	MA
R1	\$40,400		
R2	\$41,000		
R3	\$41,700		
P1	\$43,000	\$45,000	\$46,500
P2	\$44,500	\$46,500	\$48,000
P3	\$45,500	\$47,500	\$49,000
P4	\$45,600	\$47,600	\$49,500
P5	\$46,500	\$48,700	\$50,500
P6		\$50,700	\$52,200
P7		\$52,900	\$54,400
P8		\$56,700	\$57,900
P9		\$59,700	\$60,600
P10			\$62,700

Employees who have received their Advanced Professional Endorsement will receive an additional amount added to the base salary of their salary placement.

AP1 = \$2,300      AP2 = \$3,200

Any employee who, during the 2020-21 contract year, resided in either of the following cells: BA + 24, P9 or MA, P10, and are not eligible to receive an Advanced Professional Endorsement will be eligible for the following “Longevity Stipend”\*:

Longevity Stipend #1 = \$1,000 Criteria – have at least 9 years of certified experience with the Blackfoot School District #55.

Longevity Stipend #2 = \$1,500 Criteria – have between 15 and 19 years of certified experience with the Blackfoot School District #55.

Longevity Stipend #3 = \$2,000 Criteria – have between 20 and 24 years of certified experience with the Blackfoot School District #55.

Longevity Stipend #4 = \$2,500 Criteria – have more than 24 years of certified experience with the Blackfoot School District #55.

\*An employee is only eligible for a single longevity stipend. These stipends are not cumulative.

## **B. SALARY PAYMENTS**

Employees will be paid in twelve (12) equal payments to be paid on or before the twentieth (20<sup>th</sup>) day of each month.

## **C. SALARY SCHEDULE HORIZONTAL MOVEMENT**

1. For horizontal movement on the salary schedule, the board will accept all college courses that are acceptable under the state guidelines for recertification. This includes pass/fail, undergraduate courses, and graduate courses educationally related to the professional development of the employee.
2. Horizontal movement on the salary schedule does not include inservice or staff development hours.
3. Courses of both graduate and undergraduate level must not be a direct duplication of courses previously taken.
4. All credits required for advancement on the salary schedule are to be semester credits or their equivalency.

## **D. INCREMENT**

1. The board of trustees may withhold an amount equal to the increment or a percentage thereof for employees placed on both a plan of improvement and probation.

Employees with an increment or a percentage withheld will be restored on a pro-rated basis to the proper level of salary at such time as the board recognizes that the employee has satisfactorily completed the probationary period. Employees who have had their full or partial increment withheld because of being placed on probation will not receive back pay on their increment for that period they are on probation.

2. The board of trustees will not withhold a negotiated increment from any employee solely placed on a plan of improvement. A plan of improvement will be developed by an administrator with assistance from the employee. Other assistance may be obtained, if desired, by a representative selected by the employee and other resources selected by the administrator. The plan of improvement will address performance areas rated unsatisfactory and provide professional goals and activities. The plan of improvement will be written and a copy will be provided to the employee within seven (7) days of the post-evaluation conference. The employee will be evaluated on the progress made towards fulfilling the goals and activities of the plan of improvement. If such goals and activities are not met satisfactorily, the employee may be placed on probation.

## **E. LONGEVITY BENEFIT**

1. The district will provide certificated educational staff with an increased salary allotment as a longevity benefit. The individuals desiring these funds will notify the district administration by March 1<sup>st</sup> of their plan to retire at the end of the following year; must meet the rule of 85 or reach the age of 62; and be employed in the district for a minimum of fifteen (15) consecutive years or a combined twenty (20) years.
2. The longevity benefit will be paid as a one-time payment of Nine Thousand and no/100 Dollars (\$9,000.00) in their final paycheck.

## **F. STATE TEACHERS' CONFERENCES**

School will not be in session during the state teachers' conferences. These days will be considered non-paid days, but the possibility of an incentive award will be considered by the district for those individual teachers who attend both of these days' workshops. Credit, when offered, will be accepted toward recertification providing the course or workshop meets the state and/or college guidelines. The association and the district recommend and encourage all certified personnel to participate in these conferences to project a professional status for teachers.

## **G. PROFESSIONAL DEVELOPMENT COMMITTEE**

A professional development committee, consisting of administrators and employees will recommend the priorities for professional development in the district.

### **ARTICLE XII**

#### **INSURANCES**

For the 2021-22 contract year, the board will cover the amount needed for the employee's health and life insurance coverage. Optional benefits, including dental insurance, vision insurance, long-term disability insurance, and contributions toward family premiums are available to the employees.

An insurance committee will monitor insurance matters and provide written recommendations to the BEA and the board of trustees. The committee will consist of the superintendent and his/her designee, the district office person in charge of insurance matters, two (2) principals, two (2) education support personnel (ESP), two (2) retirees, and six (6) certificated employees equally representing the elementary and secondary personnel. The BEA co-presidents will be ex officio members. The committee will have access to an insurance consultant to provide research information and to answer questions. The committee members will be jointly appointed by the superintendent and the BEA co-presidents. All insurance recommendations will be subject to ratification by the board of trustees and the BEA membership.

### **ARTICLE XIII**

#### **EXTRACURRICULAR / CO-CURRICULAR SALARIES**

##### **A. AGREEMENT**

Employees who are assigned to any extracurricular responsibility or extended day contracts will be contracted by a supplementary contract or extended day contract. The supplementary contract will be issued by July 1 for the following school year and will be separate from the standard teacher contract.

##### **B. PAYMENT**

For district employees, extracurricular/co-curricular salary may be paid in equal monthly installments on or before the 20<sup>th</sup> of each month during the term of the employee's professional contract. (September – August) District employees who hold an extracurricular contract may choose to receive payments in the same manner as non-district employees.

For non-district employees, extracurricular/co-curricular salary will be paid in two installments. The first installment will be 1/3 of stipend total and paid on the pay day at the beginning of the stipend period. The second will be 2/3 of stipend total and based on the end date of the stipend period, as outlined by the Business Procedures Manual.

**C. EXTRACURRICULAR / CO-CURRICULAR SALARY SCHEDULE**

All extracurricular salaries will be computed from the following table by taking the percent specified and multiplying it by the entry from the extracurricular / co-curricular salary schedule. Experience granted for extracurricular salary placement will not be greater than the documented experience. The experience must have been in a like sport, ie. baseball to baseball, track-to-track, etc. and contracted and be verified, in writing, from an accredited educational institution.

**EXTRACURRICULAR & CO-CURRICULAR STIPENDS**

	High School Head	JV Head Coach/HS Varsity Assistant(s)*	9th Grade Coach	Other Assistant(s)*	Middle School Head	Middle School Assistant(s)*
<b>Extracurricular</b>						
Football	12.0%	7.5%	7.0%	6.0%*	-	-
Cross Country	12.0%	-	-	6.0%*	6.5%	-
Volleyball	12.0%	7.5%	7.0%	6.0%*	6.5%	3.0%
Soccer	12.0%	7.5%	-	6.0%*	-	-
Basketball	12.0%	7.5%	7.0%	6.0%*	6.5%	3.0%
Track	12.0%	7.5%	-	6.0%*	6.5%	3.0%
Wrestling	12.0%	7.5%	7.0%	6.0%*	6.5%	3.0%
Baseball	12.0%	7.5%	7.0%	6.0%*	-	-
Softball	12.0%	7.5%	7.0%	6.0%*	-	-
Tennis	12.0%	7.5%	-	6.0%*	-	-
Cheerleading	12.0%	7.5%	-	6.0%*	6.5%	3.0%
Dance	12.0%	-	-	6.0%*	-	-
Golf	12.0%	7.5%	-	6.0%*	-	-
<b>Co-curricular</b>						
Debate	10.0%	-	-	*	-	-
Speech (Forensics)	10.0%	-	-	*	-	-
Vocal Music	10.0%	-	-	*	7.5%	-
Instrumental Music	10.0%	-	-	*	7.5%	-
Yearbook **	10.0%	-	-	*	7.5%	-
Drama	10.0%	-	-	*	7.5%	-
Student Council	10.0%	-	-	*	7.5%	-
Law-Related Education	10.0%	-	-	*	-	-
Newspaper	10.0%	-	-	*	-	-
Color Guard	7.5%	-	-	*	-	-
Winter Guard	7.5%	-	-	*	-	-
Concessions Director	7.5%	-	-	*	-	-
Academic Decathlon	5.0%	-	-	*	-	-

All percentages will be calculated based on placement on the Extracurricular/Co-curricular Salary Schedule.

\* Additional stipends will be considered based on activity needs and athlete-to-coach ratio.

\*\*IHS Yearbook Stipend will be 7.5%

The district will create a form to request additional coaching and co-curricular stipends based on need in those activities and made available to all head coaches when they sign their extracurricular or co-curricular contract.

**D. EXTRACURRICULAR / CO-CURRICULAR SALARY GRID**

Lane 1	Lane 2	Lane 3	Lane 4
\$ 35,000	\$ 41,667	\$ 48,333	\$ 55,000

**E. SALARY SCHEDULE ADVANCEMENT**

Placement and advancement on the extracurricular/co-curricular salary grid will be based on years of experience related to the stipend activity and professional requirements related to stipend activity.

Lane 1 = Years 1 – 3 Lane 2 = Years 4 – 6 Lane 3 = Years 7 – 9 Lane 4 = Years 10+

The professional requirements will need to be met on an annual basis for lane advancement. Failure to meet the professional requirement minimums will result in lane placement of minus one (1).

Extracurricular Professional Requirements:

1. Parent Meeting (annual meeting per sport)
2. Participation in District's Sportsmanship/Leadership program (once established)
3. 5 hours annually of position related training, which may include:
  - a. CPR Training (Certification must be current while in position)
  - b. Concussion Training (Must meet state requirements while in position)
  - c. Workshops/Clinics

Fulfillment of the above requirements will be documented by the athletic director.

Co-curricular Professional Requirements:

1. Parent Contact/Communication
2. Participation in District's Leadership Program (once established)
3. Training/Professional Development related to position

Fulfillment of the above requirements will be documented by the athletic director and the building administrator.

## **F. RENEWAL OR TERMINATION NOTIFICATION**

Supplementary contract(s) for the following school year will be issued by July 1. This supplementary contract will be signed and returned within ten (10) working days. Failure to do so will terminate the supplementary contract. An employee must be notified of the intent not to renew this supplementary contract by July 1. An employee who has been notified of the intent not to renew the supplementary contract will be entitled to request and have a meeting with the appropriate administrator to discuss all relevant facts and to be accompanied by representatives of his/her choice. If at any time prior to July 1, a building-level head coach resigns or is not renewed, all assistants and other coaches will be released from their respective positions.

1. Employees may not receive more than one (1) stipend in the same sport/activity. If the employee is already involved in a sport/activity in which they receive two (2) stipends, they may receive only one (1) stipend in the sport/activity.
  - a. All vacant extracurricular positions will be posted throughout the district and interviews will be held. If there is no qualified applicant and an employee already holding an extracurricular position in the sport/activity is qualified, said employee will be allowed to hold a second position for one (1) year.

## **G. SPLITTING OF EXTRACURRICULAR STIPENDS**

At the discretion of the building principal, athletic director, and head coach of the program, stipends may be split into smaller equal, approved portions to help meet the staffing needs of the program. All requests for splitting a stipend must be submitted, in writing, to the superintendent for approval at least one month in advance of the start of the season. The written request must be signed by the building principal, athletic director, and head coach of the program.

**H. ASSISTANCE IN SCHEDULING SUBSTITUTES**

If an extracurricular activity creates a need for at least a half-day substitute, the Athletic/School Administration will assist coaches in scheduling substitutes to cover teaching assignments at the first of each activity/extracurricular season. If an activity date is moved or canceled, the administration will assist the coaches in changing the substitute assignment for the changed date.

**ARTICLE XIV  
PAYROLL DEDUCTIONS**

**A. PROFESSIONAL DUES**

Deductions for professional dues will adhere to Idaho Code 44-2004.

**B. OTHER DEDUCTIONS**

Deductions for other reasons may be made upon request.

**ARTICLE XV  
MENTOR TEACHER**

Idaho Code 33-512 requires boards of trustees to provide support for teachers in their first two (2) years in the profession in the areas of: administrative and supervisory support, mentoring, peer assistance and professional development.

**ARTICLE XVI  
DURATION**

This agreement will become effective as of July 1, 2020, and will continue and remain in full force and effect until June 30, 2021.

**ARTICLE XVII  
SAVINGS CLAUSE**

All items in this agreement are presumed to be legal and valid. If any specific items of this agreement will be ruled invalid by a court of law or governmental agency, the board and association will enter into negotiation within fifteen (15) days to agree on a successor clause for the invalidated article. The balance of this agreement will not be affected by any such ruling and – will remain in full force.

**ARTICLE XVIII  
AGREEMENT MODIFICATION**

This agreement will not be modified in whole or in part by the parties except by an amendment in writing duly agreed to and executed by both parties.

**ARTICLE XIX  
ACCEPTANCE**

This agreement is signed on the 10th of June, 2021, for implementation on July 1, 2021. This agreement will be binding on the parties hereto.

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(s) Bonnie Hepworth  
Chairwoman of the Board of Trustees  
Blackfoot School District No. 55

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(s) Liam Pope  
Co-President of the Blackfoot Education  
Association

## **APPENDIX A**

### **SIDE-BAR AGREEMENTS**

**Side-bar agreements may be considered as one negotiation item and each side bar agreement may be considered separately.**

#### **Side-Bar Agreement – A-1**

The district administration will meet with the BEA Co-Presidents and BEA spokesperson and develop a distribution plan for any unanticipated revenue.

#### **Side-Bar Agreement – A-2**

- 1) The board of trustees agrees to reimburse certificated employees up to \$500 for college credits required for renewal of Idaho credential. Allowable credits must be transcribed within the certification renewal time frame and be turned in for reimbursement by December 31<sup>st</sup> after the renewal time frame.
- 2) The board of trustees agrees to reimburse certificated employees for renewal or the revision of their Idaho credential provided that an original copy of the credential is received by the district personnel office prior to October 1<sup>st</sup> and the certificated employee has signed a contract for the first year on the renewed or revised certificate.

#### **Side-Bar Agreement – A-3**

The superintendent and BEA co-presidents will meet monthly. The superintendent and designees and BEA co-presidents and designees will discuss employee and employer concerns and review progress of appointed committees a minimum of three (3) times per year. Fewer meetings may take place if both sides agree.

#### **Side-Bar Agreement – A-4**

A committee including BEA representation will meet to determine our district's definition of student growth to be included in the evaluation tool. A committee that will include BEA representation will meet to determine leadership premium distribution.

#### **Side-Bar Agreement - A-5**

Beginning July 1, the district will reimburse certified staff members up to \$200 of expenses for instructional purposes. Any certified employee in their first year of the profession will be reimbursed for up to \$300. Reimbursement claims must be submitted to the business office prior to March 31<sup>st</sup> of the school year.

#### **Side-Bar Agreement - A-6**

Teachers who are notified of an involuntary transfer after July 1, of the upcoming school year, will be monetarily compensated \$250 for their time spent on moving and setting up their classroom. Documentation of time spent will be submitted to the district business office prior to payment.

#### **Side-Bar Agreement - A-7**

The building principal, task force member and BEA Building representative will meet monthly in a Building Level Meet and Confer. The building principal (or designee), task force member (or designee) and BEA building representative (or designee) will discuss employee and employer concerns and review progress of appointed committees. Fewer meetings may take place if principal, task force member and BEA building representative agree.

#### **Side-Bar Agreement - A-8**

The district administration will Meet and Confer with the BEA negotiating team before April 1, 2022 to revisit article XI of the 2021-2022 negotiated agreement.