

## MASTER CONTRACT

This Master Contract between the Filer Education Association and the Board of Trustees shall be in effect from July, 1, 2021 through June 30, 2022.

If both parties agree, a Policy/Article will be put on the school board agenda for review and possible revision during the duration of the Master Contract. If a change is made, then the change will be made to both the individual policy in the School Board Policy Manual and the individual article in the Master Contract.

Any policies which contain or incorporate Master Contract terms may be put on the school board agenda in March, April, May, or June 2022 for possible revision to go into effect after the expiration of the term of the Master Contract on June 30, 2022.

Article I	-	H-4
Article II	-	Omitted (Idaho Code 1274)
Article III	-	H-5
Article IV	-	H-7
Article V	-	Omitted (G-3)
Article VI	-	(G-30)
Article VII	-	(G-10)
Article VIII	-	(G-10)
Article IX	-	G-58 & G-59
Article X	-	Omitted (D-1)
Article XI	-	Omitted (D-10)
Article XII	-	Omitted (G-17)
Article XIII	-	Omitted (Idaho Code 33-515 A)
Article XIV	-	H.8.2
Article XV	-	(State form on district website)
Article XVI	-	Omitted (G-24)
Article XVII	-	G-31.1
Article XVIII	-	H-9
Extracurricular Stipend Schedule	-	(Policy H-4)

## Article I (Policy H-4)

### RECOGNITION

- A. The Board hereby recognizes the Filer Education Association ("Association") as the sole exclusive representative for all "professional employees" (as that term is defined by I.C. § 33-1272(1)) whether under contract, on leave, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the board determines in advance that such positions are principally supervisory and administrative. Such representation shall exclude the superintendent and principals.
- B. The term "teacher" when used hereinafter in the Contract shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.
- C. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association so long as the Association is the duly authorized, exclusive bargaining agent of the teachers of this district and is able to provide proof that it has been duly chosen by a majority of the professional employees of the District as their representative organization within ten (10) days of the date a requests for negotiations is initiated by either the Association or the Board or the

Board's designee. Such proof may be:

- a. A list of certificated professional employees, who would be subject to the agreement, who are members of the local education organization as of the date that the request for negotiations is initiated; or
- b. Other evidence that the professional employees have chosen and selected the local education organization as their representative organization as of the date that the request for negotiations is initiated.

D. If the Association or an entity seeking to be declared the local education organization cannot provide evidence that the majority of the professional employees have chosen and selected it as the representative organization, the District shall have no obligation or authority to enter into negotiations.

E. Should there be no entity that qualifies as a local education organization by May 10<sup>th</sup> of a school year, the Board no has no obligation or authority to negotiate as required by I.C. § 33-1271 et seq., and may establish compensation for professional employees for the ensuing school year as it deems appropriate.

Article II

IMPASSE

(Omitted)

(Included in Procedures to Negotiate - Idaho Code 33-1274)

Article III (Policy H-5)

ASSOCIATION RIGHTS

- A. The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representatives of his/her own choosing, and that he/she shall be free from interference, restraint or coercion by the Board, or its agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of other mutual aid or protection.
- B. The Board agrees to furnish the Association, upon request, all available information concerning the financial resources of the district, including but not limited to; Annual financial reports, requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, school census information and names of all teachers to assist the Association in developing constructive proposals and programs on behalf of the teachers and their students, also, any information which may be necessary for the Association to process any grievance or complaint.
- C. The Association may be allowed to make recommendations in plans to expand, eliminate, or change any curriculum or program that will affect the budget.
- D. The Association, as well as other groups, may be given an opportunity to present reports and announcements at faculty meetings.
- E. The Association may be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities.
- F. The superintendent may place on the agenda of each regular Board meeting any matters brought to its consideration by the Association.

Article IV (Policy H-7)

TEACHER RIGHTS

- A. The District recognizes the teachers' full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination provided the activity is not disruptive to school procedures or morale and does not otherwise violate District policy, Code of Ethics for Idaho Professional Educators or Idaho law.
- B. Teachers will not be required to perform any duty or act which threatens anyone's physical safety or well-being.
- C. Teachers shall be protected against intimidation, harassment, or interference by any group or individual on the school premises.
- D. Teachers shall be indemnified and protected, by the District in accordance with Idaho law, against the costs of defense by reasons of any reasonable and prudent acts committed within the scope of employment.
- E. No teacher shall be required to appear before the Board concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, employment or the salary or any increments pertaining thereto, unless he has been given prior written notice of the reason for such a meeting or interview and shall be entitled to have a representative, which may be the Association or legal counsel, present to advise him/her and represent him/her during such interview.
- F. All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

Article V

GRIEVANCE PROCEDURE

(Omitted Policy G-3)

Article VI (G-30)



## LEAVE OF ABSENCE

A. Jury Duty.

A teacher called for jury duty shall be granted paid leave from the District.

B. Association Leaves.

Release time, without loss of pay, equal to one (1) day per month shall be granted the Association president or his/her designated representative for conducting president business during working hours.

C. Personal Leave

At the beginning of every school year each teacher shall be credited with five (5) days to be used for the teacher's personal reasons. For the first three (3) days of leave, the district will pay for the substitute, while for the fourth & fifth days of leave, the cost of the substitute will be deducted from the employee's salary. A personal leave day may be used for any purpose at the discretion of the teacher.

A teacher planning to use a personal leave day (or days) shall notify the principal as early as possible, but in any event at least twenty-four (24) hours in advance, except in cases of extenuating circumstances. A maximum of three unused district-paid personal leave days may be held over from one year to the next, with a maximum of six for any given school year. If leave days are carried over, they must be used or paid out the next year. Unused leave days will be paid out at the current substitute teacher rate. At the end of each school year, a bonus will be paid to the teacher in the amount of sixty-five (\$65) dollars for each day of district paid personal leave not used. Building administrator may deny leave based on availability of substitute or safety issues due to supervision of students.

D. Professional Leave. Professional leave may be granted upon written request of principal/superintendent. When such leave has been granted, the district will pay the full cost of the substitute.

- E. Sick Leave. At the beginning of each school year each certificated employee shall be credited with nine (9) days sick leave allowance to be used for absences caused by illness, injury, poor health, quarantine, for dependent family member illness, or physical disability of the teacher. Exceptions can be made by the superintendent and/or Board of Trustees. The unused portion of such allowance shall accumulate from year to year. The Board may furnish to each employee a written statement at the beginning of each school year setting forth the total sick leave credit.
- F. Bereavement Leave. Professional employees may be granted up to three (3) days bereavement leave during the school year for a death in the immediate family (parent, spouse, children, grandparents, and brother or sister). Bereavement leave may be granted at the discretion of the principal. Such leave will be granted with full pay and will not be deducted from either sick leave or personal leave.
- G. Extended Leave. Upon written request and/or interview with the Board, professional employees may be granted leaves of absence without pay for up to one (1) year for pregnancy, illness or pursuit of a higher degree. All rights of tenure, retirement, accrued sick leave, salary increments and other benefits provided herein shall be preserved and available to the professional employee upon his/her return to the district.

H. Reduction in Force Related Leave of Absence. Reductions in the number of certificated employees may be made by inviting certificated staff members with at least one (1) year of local district experience to apply for a maximum of one (1) year leave of absence without pay. It will be the responsibility of the certificated staff member invited to request a leave of absence without pay to respond with a written request for a leave of absence without pay. The superintendent may recommend favorable action by the Board for any applicant if the granting of such leave would eliminate the necessity for the involuntary termination of a certificated staff member. A certificated staff member receiving a reduction in force related leave of absence shall be placed on the recall list outlined in policy G.24.2(10) and be subject to reemployment as therein provided. Certificated staff members taking one (1) year leave of absence shall be responsible for providing the district with their mailing addresses and any changes thereof during their leave period. If a certificated staff member is reemployed, he/she shall have the same contract status, accrued sick leave and experience steps that he/she had when the leave of absence was granted. A leave of absence without pay will not count towards advancing experience steps or contract status.

Article VII & VIII (G-10)

BENEFITS & PROFESSIONAL COMPENSATION

## Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in G.10.4. Such salary schedule shall remain in effect during the designated periods shown on G.10.4.
- B. A new teacher entering the district shall be granted all years of previous full time equivalent experience and shall be placed in the appropriate preparation column.
- C. A teacher will move on the salary schedule for each year of eligible movement, according to Idaho Code.
- D. Upon completion of the necessary credits from an NCATE approved institution and approved by the Idaho State Department of Education, a person will move one or more preparation columns to the right on the salary schedule. In addition, such person must arrange for a transcript to be sent to the superintendent prior to October 1 of the ensuing school year, showing satisfactory completion of such credits.
- E. The basic stipends of teachers who are given long-term extra-curricular assignments, are set forth in G.10.6. Such extra-curricular schedule shall remain in effect during the designated periods.
- F. Those teachers who are assigned an extra-curricular activity which pays a stipend, will be issued a supplemental contract for this activity. This contract will be separate from the teacher's individual teaching contract.
- G. The extra-curricular stipend shall be paid in addition to the teacher's contracted salary.
- H. The district will reimburse teachers for any loss, damage, or destruction of personal property that the teacher uses for classroom instructional purposes, provided such property is used with the prior written approval of the

administration (principal and/or superintendent). Teachers shall use the form in Policy G.10.8 to obtain permission to use personal property for instructional purposes.

- I. The district will provide funding that is greater or equal to the cost of the plan received the immediately preceding year to pay health insurance premiums for all eligible employees. The district shall provide for employees hospital, surgical, major medical insurance. Benefits for part-time employees are prorated on amount of work day. Should the employee choose benefits in addition to health insurance, payroll deductions will be approved in compliance with board policy. No individual changes in allocation of benefits or deduction may be made after October 1. Health insurance premium shall begin on the effective date of the employment contract and be continuous 12-month coverage, unless the employee terminates early. Carriers and plans for the insurance shall be mutually determined by the District and the Association on an annual basis.

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Article IX (Policy G-58)

SCHOOL CALENDAR

- A. The Board of Trustees shall notify the Association and/or its representatives at least

thirty (30) days prior to meeting for the purpose of establishing the next year's school calendar.

- B. Association representatives shall report to the Board the desires of the teachers regarding the school calendar with recommendations for implementation.
- C. The Board shall give consideration to the teacher input in establishing a school calendar.

PROFESSIONAL WORKING CONDITIONS (Policy G-59)

- D. THE WORK DAY. The normal working day for certified personnel shall consist of eight consecutive hours beginning at 8:00 in the morning and ending at 4:00 in the afternoon. With the permission of the building principal, a teacher may arrange his/her eight-hour schedule differently.
- E. AFTER HOURS. The District and the Association recognize that teaching is a profession which involves certain professional obligations. Occasionally teachers may be asked to participate in activities beyond the normal workday including parent-teacher conferences, back-to-school nights of an educational nature, inservice and faculty meetings. Faculty and staff meetings shall normally be held during the work day. The building principal shall consult with teachers prior to determining the content and the schedule of inservice meetings.

Article X

BUDGET COMMITTEE

(Omitted Policy D-1)

Article XI

PAYROLL DEDUCTION

(Omitted Policy D-10)



Article XII

VACANCIES. ASSIGNMENTS

(Omitted Policy G-17)

Article XIII

EXTRA-CURRICULAR CONTRACT NON-RENEWAL

(Omitted Idaho Code 33-515 A)

Article XIV (Policy H-8.2)

EFFECT OF AGREEMENT

- A. The Board shall carry out the commitments contained in any negotiated agreement and give them full force and effect.
- B. During its term a negotiated agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to said agreement.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of any negotiated agreement in force at the time the contract of employment is executed. If an individual contract contains any language inconsistent with the applicable negotiated agreement, the applicable negotiated agreement during its duration shall be controlling unless contrary to Idaho law.
- D. If any provisions of the negotiated agreement or any application of the negotiated agreement to any employee or group of employees is contrary to Idaho law, then such provision or application shall be void or invalid, but all other provisions or applications shall continue in full force and effect.
- E. A copy of the negotiated agreement will be posted to the website and the Association has the privilege of duplicating (at District expense) one copy per certificated employee.
- F. An updated copy of the Board Policy Manual will be posted to the website.

Article XV

INDIVIDUAL CONTRACT OF EMPLOYMENT

(Omitted – Use state forms to be found in file on district website)

New Article XVI

Procedures for Certificated Staff Reduction

(Omitted Policy G-24)

Article XVII (Policy G-31.1)

The Sick Leave Bank

- A. Each employee of the district may participate in the sick leave bank. To participate, you must contribute two of your sick leave days after accepting employment or during the designated open enrollment period that will run the first 30 calendar days of each school year. New employees will receive an application form to join the sick leave bank from the District office at the time of employment. The contributed sick leave days shall form a fund, the size of which will be determined by the Sick Leave Bank Committee, (not to exceed 300 days) that will be available to all eligible participating employees for the purpose of alleviating the hardship caused by absence from work necessitated by a serious personal illness or accident extending beyond the employee's accumulated sick leave. The Sick Leave Bank Committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the Filer Education Association's (FEA) executive board. If bank falls below 50 days, each member will be assessed one additional day to maintain membership. The Committee has the authority to return sick leave days to original contributors to reduce surplus days.

- B. Application for use of the bank shall be submitted to the Sick Leave Bank Committee

for their recommendation. The Committee shall review the request and determine the eligibility of the employee. After complete review of the application, the Committee shall have the authority to make final decisions within the guidelines as to the disposition of the case. The Committee shall require proof of illness or a statement from the physician at the time of application and from time to time after a grant has been made. The employee who is physically incapable of completing his/her job shall secure written proof of illness adequate to protect the District against malingering and false claims of illness as provided by Idaho Code : 33-1216, 33-1217, 33-1218.

C. In order for an employee to be eligible for sick leave benefits from the Sick Leave Bank, per fiscal year, the employee must, before making each new application, whether it be an ongoing condition or a new condition, (1) be a contributor to the bank, (2) have been absent from work due to personal illness or accident (3) have used all accumulated sick leave days, personal leave days, and vacation days, and had five days where the salary was reduced in full.

D. The maximum number of days from the Sick Leave Bank that can be granted in any one fiscal year will not exceed twenty (20) days. After 20 days in a fiscal year, the

member may still be granted sick leave days but will have to pay the substitute's wages. Within any five-year period the number of days granted from the sick leave bank to one person will not exceed sixty (60) days. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident. Grants will not be made for family members. Grants may not be used for elective surgery.

- E. Bank grants to individual employees will not be carried over from one fiscal year to another and all such grants will end at the termination of the fiscal year. If an employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. Those who use days from the sick leave bank in any given school year must repay three (3) days each school year until borrowed days are paid in full.
  
- F. The Sick Leave Bank Committee from each building will be comprised of classified and certified staff who must be FEA members. The committee will also be composed of one member of the FEA executive board, the Superintendent, and one Board designee.  
  
The Committee shall develop and distribute rules and procedures for orderly administration of both banks not inconsistent with the terms of this agreement.
  
- G. Beginning July 1, 2001 there will be two sick leave banks, one for classified personnel, one for certificated personnel. Individuals from one bank cannot borrow from the other bank.



- H. Sick Leave Donation: Any district employee may donate up to two (2) days of his/her personal accumulated sick leave days or personal leave days per year to any other employee who has exhausted his/her accumulated days. This leave will be for serious personal illness or accident. An employee may donate to as many individual(s) as he /she wishes, as long as the recipient meets the qualifications of this provision.
- I. All donations will be voluntary and no employee will be required to make a donation under this provision. This donation is limited to twenty (20) days per employee/recipient per year. The donating employee shall designate who will be the recipient of the donation.

Article XVIII (Policy H-9)

DURATION OF AGREEMENT

In accordance with I.C. § 33-1275(1), any negotiated agreement shall have a term of July 1 through June 30 of the ensuing fiscal year.

## **Extracurricular Stipend Schedule (Policy G-10.6)**

1. Teaching staff will be given priority for any new extra pay positions. When qualified teaching staff are not available, positions may be filled with nonstaff members.
2. If two or more teachers agree to work a position rated for a single individual and this is approved by the administration, the stipend will be split in a manner agreeable to the teachers involved.
3. If there are not enough participants to field a team, then any coach or advisor who has been assigned to that activity will be released from those responsibilities for that year without pay.
4. The steps listed are from the base column beginning with step one. Steps for experience will be granted on the negotiated salary schedule. Under the matrix no employee will start beyond level 4 regardless of experience.
5. If an assistant coach moves to a head coach in the same sport, (s)he will be placed on one step less on the extracurricular stipend schedule as head coach than (s)he was on the extracurricular stipend schedule as an assistant coach.
6. If an assistant coach moves to head coach of another sport, entry will be at the

beginning of the extracurricular stipend schedule unless there is previous experience in that area.

7. Only previous experience in paid positions will be considered upon placement on the extracurricular stipend schedule.
8. Non-certified personnel will not accumulate experience on the extracurricular stipend schedule and will be on step one or frozen at their 1998-99 salary level, whichever is higher.

EXTRA CURRICULAR ACTIVITIES

High School Positions

Head Football Coach	13%	Head Golf Coach	11%
Asst. Football Coach Varsity	8%		
Asst. Football Coach Varsity	8%	Band/Musical Director	12%
Asst. Football Coach Varsity	8%		
Asst. Football Coach Varsity	8%	Dance Team Coach	7%
Asst. Football Coach Varsity	8%*		
		Cheerleader Coach	13%
Head Volleyball Coach	13%	Assistant Cheerleader Coach	8%
Asst. Volleyball Coach J.V.	8%	Drama Coach	6%**
Asst. Volleyball Coach Freshmen	8%	Speech Coach	6%
		Asst. Speech Coach	3%
Head Boys Basketball	13%	Annual Advisor	6%
Asst. Boys Basketball J.V.	8%		
Asst. Boys Basketball Freshmen	8%		
		INL Coach	3%
Head Girls Basketball	13%	BPA Advisor	3%
Asst. Girls Basketball J.V.	8%		
Asst. Girls Basketball Freshmen	8%		
		FFA Advisor	12%
		Student Council Advisor	4%
Head Wrestling Coach	13%	FCCLA Advisor	4%
Asst. Wrestling Coach	8%		
		Boy's Soccer Coach	13%
Head Track Coach	13%	Girl's Soccer Coach	13%
Asst. Track Coach	8%	Asst. Girls Soccer Coach	8%
Asst. Track Coach	8%	Asst. Boys Soccer Coach	8%
Asst. Track Coach	8%*	Cross Country Coach	10%
Head Baseball Coach	13%		
Asst. Baseball Coach	5%*		
Head Softball Coach	13%		
Asst. Softball Coach	5%*		

- \* In the event that the number of participants wishing to participate on the JV & Varsity football teams at the start of the season reaches 40, then a sixth coach will be funded. If the number of participants falls below 36 at the midway point of the season, then the position will not be funded for the remainder of the season. The numbers will be checked twice by the athletic director, once at the start of the season and again at the midway point of the season.
  
- \* In the event that the number of participants wishing to participate in track reaches 40, then a third assistant track coach will be funded. If the number of participants falls below 35, then the position will not be funded for the remainder of the season. The numbers will be checked twice by the athletic director, once at the start of the season and once at the midway point of the season.
  
- \*\* The drama position stipend requires two productions annually.

### **Middle School Positions**

MS Athletic Director	10%	Cross Country	7%
8 <sup>th</sup> Grade Football Coach	7%	8 <sup>th</sup> Grade Boys Basketball Coach	7%
8 <sup>th</sup> Grade Asst. Football Coach	4%	7 <sup>th</sup> Grade Boys Basketball Coach	7%
7 <sup>th</sup> Grade Football Coach	7%	8 <sup>th</sup> Grade Girls Basketball Coach	7%
7 <sup>th</sup> Grade Asst. Football Coach	4%	7 <sup>th</sup> Grade Girls Basketball Coach	7%
8 <sup>th</sup> Grade Volleyball Coach	7%	7 <sup>th</sup> - 8 <sup>th</sup> Grade Wrestling Coach	7%
7 <sup>th</sup> Grade Volleyball Coach	7%	8 <sup>th</sup> Grade Track Coach	7%
Boys Soccer Coach	7%	7 <sup>th</sup> Grade Track Coach	7%
Girls Soccer Coach	7%	½ Asst. Track Coach	4%