

PROCEDURAL / NEGOTIATIONS AGREEMENT
BETWEEN
FRUITLAND SCHOOL DISTRICT #373
AND
FRUITLAND EDUCATION ASSOCIATION

This Agreement is made and entered into pursuant to the laws of Idaho (Idaho Code 33-1271 - 1276) by the Board of Trustees of the Fruitland School District #373 (hereinafter referred to as the Board) and the Fruitland Education Association (hereinafter referred to as the Association). The forenamed parties agree to the following:

Article I - Recognition

The Board recognizes the Association as the exclusive bargaining representative of all certified personnel of the Fruitland School District #373 with the exception of the principals, superintendent, and temporary and substitute certificated employees.

At any time, the Board and fifty percent (50%) of the certified personnel's request in writing that a representation election be held, the Board shall initiate a secret ballot election to be held to determine Whether the Education Association, another representative or no representation is the wish of the majority of the certified personnel. The votes will be counted by the superintendent and a designee from the current representative organization. The majority wishes shall be controlling.

Article II - Procedures

1. The Board or its designee shall meet with the Association representatives; to negotiate in good faith an agreement hereinafter referred to as the "Collective Bargaining Agreement."
2. Items to be negotiated and included in the Collective Bargaining Agreement shall be limited to certificated certified personnel salary schedule and base salary, extra-curricular salary, health, dental, vision and life insurance, personal leave, professional leave/development, sick leave, sick leave bank, transfer and reassignment procedure, hiring procedure, patron grievance procedure, staff grievance policy, and reduction in force procedure.
3. Negotiations may be initiated by either party by means of written request no later than March 15th. The parties shall have their first negotiations meeting within 20 calendar days of the negotiation request.
4. The party requesting negotiations will submit a complete package of written proposals at the first meeting.
5. Negotiations sessions will be held at times and places mutually agreed upon.
6. Each party shall designate a negotiation team of no more than three members. Each team shall bargain on behalf of its respective party, with one person on each team acting as chief negotiator. During negotiation sessions, each member of the respective teams has the right to speak openly and freely on behalf of his/her party regarding items under consideration.

Article III - Agreement

Tentative agreements shall be in writing and shall be signed and dated by each party's chief negotiator. Tentative agreements have no effect or force until ratified by the Association and then the Board. Ratification shall only be on the entire package of tentative agreements.

When ratified by both parties, the Agreement shall be signed by the President of the Association and then by the Chairman of the Board.

Extracurricular duties are under separate contracts and are not negotiable.

Article IV - Duration

This Procedural Agreement shall become effective as of July 1 2021, and shall remain in force until June 30, 2022. No successor Procedural Agreement shall be effective until signed by both parties.

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 Fruitland School District #373 by the laws of the State of Idaho. The Board of Trustees of School District #373 is entitled, without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibilities due to situations of emergency or acts of God.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FRUITLAND SCHOOL DISTRICT #373

AND

FRUITLAND EDUCATION ASSOCIATION

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I. INSURANCE

*The FEA does not yet know the non-single insurance rates. The contract will be changed, once this information is received, and before implementation.

PPO Medical Insurance Rate		School Pays	Employee Cost
Single	\$832.45	\$683.45	\$149
2-Party	\$1818.70	\$683.45	\$986.25
Family	\$2106.35	\$683.45	\$1273.90
Single/Child	\$1276.25	\$683.45	\$443.80
Single/Children	\$1481.85	\$683.45	\$649.40

HSA Medical Insurance Rate		School Pays	Employee Cost
Single	\$794.25	\$695.25	\$99
2-Party	\$1734.85	\$695.25	\$940.60
Family	\$2009.20	\$695.25	\$1214.95
Single/Child	\$1217.55	\$695.25	\$423.30
Single/Children	\$1413.60	\$695.25	\$619.35

Dental with DELTA Dental Rates		School Pays	Employee Cost
Single	\$36.40	\$36.40	\$0.00
2-Party	\$78.68	\$36.40	\$42.28
Family	\$139.52	\$36.40	\$103.12
Single/Child	\$70.00	\$36.40	\$33.60
Single/Children	\$82.32	\$36.40	\$45.92

Dental with DENTAL BLUE CONNECT (FORMERLY WILLAMETTE) Dental Rates		School Pays	Employee Cost
Single	\$39.16	\$39.16	\$0.00
2-Party	\$84.67	\$39.16	\$45.51
Family	\$150.15	\$39.16	\$110.99
Single/Child	\$75.30	\$39.16	\$36.14
Single/Children	\$84.07	\$39.16	\$44.91

Vision with Unum		School Pays	Employee Cost
Single	\$6.89	\$6.89	\$0.00
2-Party	\$13.78	\$6.89	\$6.89
Family	\$23.57	\$6.89	\$16.68
Single/Child	\$14.75	\$6.89	\$7.86
Single/Children	\$14.75	\$6.89	\$7.86

II. PERSONAL LEAVE

Certified personnel desiring personal leave are to request this leave in writing to the building principal. Certified personnel may be granted personal leave if a substitute is available. Personal leave for all other certified personnel will be at the discretion of the building's principal.

Authorization for the leave will be given to certified personnel by the building principal. Up to five (5) days of personal leave may be taken during the year. The district will deduct \$60 per day, or the rate of a substitute certified personnel, whichever is greater, from the certified personnel's pay for the 4th and 5th day of leave, if used. Personal leave is not cumulative and is defined as leave to attend to matters of a personal nature.

These days of personal leave may not be used the first two weeks of school or the last two weeks of school without a previous arrangement with the building principal.

At the end of the school year, certified personnel have the option to be reimbursed for unused personal days of the three (3) paid for by the school district. Each reimbursable personal day will be valued at the rate of a substitute certified personnel. Certified personnel seeking the reimbursement for unused personal days must do so, in writing, by May 15th of the school year. The reimbursement for unused personal days will be included in the certified personnel's June paycheck.

III. PROFESSIONAL LEAVE/DEVELOPMENT

Each certified personnel has two days per year for professional leave of absence for workshops, conferences, seminars and/or classes. These days will be granted if the following criteria are met:

1. A suitable substitute can be found.
2. A written request is submitted five (5) working days in advance of the requested date(s).
3. Lesson plans and substitute folders are completed and submitted to the principal one (1) working day in advance of the requested date(s).

Additional professional leave of absence without loss of pay may be granted if the following criteria are met:

1. A suitable substitute can be found.
2. A written request and explanation is submitted five (5) working days in advance of the requested date(s).
3. Lesson plans and substitute folders are complete and submitted to the principal one (1) working day in advance of the requested date(s).
4. Superintendent approval.

The Superintendent shall grant certified personnel's professional leave of absence days to attend meetings of the state certified personnel's association. The total number of these days granted for all certified personnel shall not exceed ten (10) days.

Each building will have a professional development committee to meet their building's professional development needs. The formation and direction of each building's committee will be in accordance with the Fruitland School District's Professional Development policy.

IV. SICK LEAVE

After certified personnel have reported for duty, he/she will be allowed sick leave in accordance with current Idaho School Law, one (1) day for each month of service.

Accumulated sick leave from another Idaho School District may be transferred to this district, as provided by Idaho Code.

Certified personnel serving less than full time under contract, shall be entitled to that proportional amount of sick leave.

It is the intent of the Board that certified personnel will use sick leave only for illnesses or injury to the certified personnel; medical provider appointments; illness of the certified personnel's immediate family. (spouse, children, siblings, parents, grandparents, grandchildren and the same members of the spouse's family)

The district shall have the right, at the superintendent's discretion, to require that the certified personnel provide proof of illness or injury adequate to protect the district against malingering and false claims.

V. SICK LEAVE BANK

Each certified personnel of this district may participate in the sick leave bank. To participate, each certified personnel shall contribute a prescribed number of his/her earned sick leave days as determined by the sick leave bank committee. Deposits to the sick leave bank may be made from September 1 to October 15th. Deposits may be called for during the year if the bank falls below 20 days. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement.

The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating certified personnel upon recommendations of the sick leave bank committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring physical disability resulting from illness or injury extending beyond the certified personnel's accumulated sick leave.

Application for use of the sick leave days from the bank shall be submitted to the sick leave bank committee for its recommendation. The committee shall meet within 72 hours of the request and determine the eligibility of the certified personnel. If the committee deems necessary, it shall require proof of illness at the time of application and, from time to time after a grant has been made.

In order for a certified personnel to be eligible to apply for sick leave benefits from the Sick Leave Bank, the employee must first: 1) be a contributor to the bank, 2) have used all of their paid personal days, and 3) have used all of his/her sick leave or if the employee has more than 50 days of accumulated leave and has used 20 of those; the committee may grant four (4) days for every (2) of their own that is used.

For the initial year of operation, each participating certified personnel shall contribute one (1) day of his/her accumulated sick leave days to the sick leave bank. Each subsequent year of the Bank's operation, the sick leave bank committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent. The number of accumulated sick leave days an employee may contribute to the bank shall be limited to 100% of that certified personnel's sick leave days.

The maximum number of days that can be granted in any one fiscal year will be the remaining number of days certified personnel are scheduled to work under his/her current contract. In no case will the granting of leave cause an certified personnel to receive more than his/her annual salary for that year.

Bank grants to individual certified personnel will not be carried over from one fiscal year to another; all such grants will end at the termination of the school year. If certified personnel does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank.

The Sick Leave Bank Committee shall consist of two (2) members appointed by the representative certified personnel organization, and two (2) members appointed by the Board, excluding the superintendent. In case of a tie vote on a request, the superintendent will cast the decided vote.

The committee members shall develop and distribute rules and procedures for the orderly administration of the bank not inconsistent with the terms of this agreement. The committee shall be responsible for reporting to the district's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employee's records.

SICK LEAVE BANK CONTRIBUTION FORM

Employee name _____ Employee signature _____

I wish to contribute _____ day/days to the sick leave bank.

Date _____

VI. TRANSFER, REASSIGNMENT AND HIRING

Section 1: Posting Vacancies

It is the intent of the District and Association that reasonable effort is made to provide certified personnel with information regarding the establishment of new positions as well as vacancies in existing positions. Vacancies will be posted for all vacated or newly created coaching, athletic director, administrative, or certificated positions. Vacancies will be posted: in each school, through notification to the FEA president(s), and through certified email distribution lists, as they occur throughout the school year. Notice of vacancies which occur when school is not in session shall be posted: at the district office, available on the district office telephone recording and included in any correspondence the District makes to its employees, including checks mailed during the summer. Such posting will include:

- Grade Level and Subject
- Matter
- Building
- Opening Date
- Closing Date

All vacant positions are to be posted for in-district staff applicants and out-of-district applicants.

In-District staff will have five (5) working days to submit in writing a Notice of interest form for the vacant position. The Administrator will review all in- district Notice of Interest forms as outlined in Section 3 before interviews with out-of-district candidates can begin. The administrator or district office has five (5) working days to respond to the in-district candidate and inform them their notice of interest has been received. If the District Office responds, the building administrator will also be CC'd.

Section 2: Selection Process for In-District Applicants

When vacant positions occur and a transfer between buildings and/or changes in teaching are available, information on vacancies will be made available to all certified personnel as outlined in Section 1. In-District applicants, who have submitted a Notice of Interest, will be reviewed on the basis of professional expertise; which includes competency and qualifications of the applicant (Highly Qualified as defined by the State Board of Education), length of service in the district, and other relevant factors.

In filling vacant positions, first consideration will be given to qualified employees already employed by the Fruitland School District. The Board shall consider the recommendation of the administrator before filling the vacant position.

Section 3: Voluntary Transfer

A voluntary transfer can occur when there is an inciting incident or catalyst requiring a shift in workforce. A certified personnel who desires a change in grade and /or subject assignment, or who desires to transfer to another building may file a Notice of Interest form at the District Office any time before the five (5) day posting deadline. The hiring administrator will review Notice of Interest forms and contact each certified personnel, after receiving the Notice of Interest form in writing (district email, letter, etc.). Each in-district candidate will be notified if they will or will not be recommended to the Board for the vacant position. The in-district applicant may request a follow-up conference with the hiring administrator.

Certified personnels must notify their building administrator when they are being considered for an in-district transfer to another position in another building. Certified personnels are limited to one

voluntary transfer per school year, unless mutually agreed upon by the certified personnel and building administrator, and are committed to that transfer for one school year at such time the administrator notifies him/her that he/she will recommend the transfer request be approved.

Section 4: Involuntary Transfer

Any certificated employee affected by an involuntary transfer shall be notified immediately. Involuntary transfers caused by a RIF action shall be made based on the point set out by the RIF policy. The administrator will schedule a conference with the employee to discuss the reassignment and /or other options. Any certificated employee affected by an involuntary transfer shall be released by the Board from his/her contract if he/she so requests.

Section 5: Hiring Out of District

When a position becomes available after all transfers have been completed, applicants considered for the position will be interviewed by a hiring committee. The administrator will make his/her recommendation to the Superintendent. Applicants will be selected by the Board of Trustees upon recommendation of the Superintendent

All recommended applicants must have a valid certificate or be able to obtain a valid certificate and have it on file in the District Office at the beginning of the school year. Salary could be withheld if the certificate is not on file by September 10th of the given school year, unless other arrangements with the District Office have been previously made.

VII. EVALUATION LANGUAGE

Evaluations shall be conducted in accordance with Idaho Code, and with the additional parameters provided herein.

The purposes of evaluation of professional performance in order of priority are deemed to be:

1. To improve the professional performance of the employee.
2. To provide the employee with regular feedback about his/her performance.
3. To specifically inform the employee of ways in which he/she can improve.
4. To identify specific training needs of an employee.
5. To establish a basis for contract renewal or non-renewal, dismissal, or any other disciplinary action against an employee whenever such an action may become necessary.

Pre-Observation Meeting: A pre-observation meeting shall be optional based upon request.

Observation: The formal observation evaluation must be held for at least 20 minutes or a full instructional lesson.

Informal Observation: If an administrator conducts an informal, drop-in, observation, the Administrator may provide written feedback and meet with the teacher or pupil service staff person to discuss any concerns and offer meaningful support to address the concerns.

Final Summative Evaluation: The evaluator may not raise any issues, instructional or organizational concerns in the final summative evaluation that have not been previously addressed and documented.

Appeals Process: If a teacher or pupil staff person disagrees with the findings of their evaluation, the teacher or pupil staff member shall have the right to an appeal. The appeal process will include:

1. The teacher or pupil staff has the right to request another observation.
 - a. Prior to another observation using the guidelines laid out in step 2 or 3, the teacher or pupil staff shall have discussed the original evaluation where the findings from the first evaluation were presented.
2. The teacher or pupil staff may request a second observation by the same evaluator.
OR
3. The teacher or pupil staff may request, from the Superintendent, an observation by an alternate evaluator.
4. The teacher or pupil staff may choose either the first observation with the original evaluator OR the chosen option 2. OR 3. for a second observation for the final evaluation.

If, at the end of the process of the previous paragraphs of language and actions, the teacher or pupil staff does not agree with the evaluation, they may write a written rebuttal for their file.

VIII. PATRON GRIEVANCE VERIFICATION

A patron grievance will not come before the Board, unless the Superintendent verifies that the Patron Grievance Procedure policy has been followed. Before any changes can be made to the Patron Grievance Procedure policy, the District and/or FEA will provide input to each other concerning proposed changes.

IX. STAFF GRIEVANCE PROCEDURE

A complaint is an assertion by an employee that there has been a violation, misinterpretation, or inequitable application of district policies, the negotiated agreement, regulations and procedures, existing laws, or other actions that adversely and directly affect the employee and/or his/her work.

It is the intent of this procedure that employee complaints will be identified and corrected at the earliest possible time, and at the lowest level of supervision. The employee has ten (10) working days to file a complaint after the perceived violation, misinterpretation, or inequitable application of district policies, the negotiated agreement, regulations and procedures, existing laws, or other actions that adversely and directly affect the employee and/or his/her work.

Complaint processing should be viewed as a positive and constructive effort which seeks to establish the facts upon which the complaint is based and to come to a fair conclusion. Employees will not be discriminated against nor will reprisal be attempted against an employee because he/she filed a complaint.

Complaints will be processed according to the step-by-step procedures outlined below:

Work Site -- Level One

- a. A complaint will be presented orally and informally to the immediate administrator/ supervisor (i.e. Department Head, Director, Assistant Principal, Principal). If the complaint is not promptly resolved, it will be placed in writing and submitted to the immediate administrator/supervisor. A copy of the complaint will also be submitted to the Superintendent by the complainant.
- b. Within five (5) workdays of receiving the complaint, the immediate administrator/supervisor will render a decision, in writing, to the complainant and the person or persons originally involved in the complaint.
- c. (If applicable) After receiving the decision at Step b, the complainant may appeal the decision, in writing, to the appropriate director, administrator, or administrative assistant.
- d. The administrator/supervisor will, within five (5) workdays of receipt of the appeal, investigate and render a decision, in writing, to the complainant, the immediate supervisor, and to the person or persons originally involved in the complaint.

District -- Level Two

- a. After receiving the decision at Level one (1), the complainant may appeal the decision, in writing, to the Superintendent, or official designee.
- b. The Superintendent, or official designee, will, within ten (10) workdays of receipt of the appeal, investigate and render a decision, in writing, to the complainant, the administrator, or immediate supervisor, and to the person or persons originally involved in the complaint.

Advisory Committee Review -- Level Three

- a. After receiving the decision at Level two (2), the complainant may appeal the decision, in writing, to the Superintendent or official designee, requesting a District Grievance Advisory Committee review. (The District Grievance Advisory Committee shall consist of four (4) district employees: 1)the superintendent, 2)one member selected by the aggrieved employee, 3)one member selected by the person the grievance is being filed against, 4)and the fourth member being selected by the original three committee members) The Superintendent will be an ex-officio non voting member of the committee. If the Superintendent is party to the original complaint, a suitable replacement will be determined by committee members.
- b. The District Grievance Advisory Committee will, within ten (10) work days of selection, investigate and render a decision in writing, to the complainant and to the person or persons originally involved in the complaint.

Governing Board -- Level Four

- a. After receiving the decision at Level Three (3), the complainant or the person or persons originally involved in the complaint may appeal the decision, in writing, to the Board of Trustees.

- b. The Board will schedule the matter for a review within twenty (20) workdays following receipt of the appeal. The complainant shall have the right to present such witnesses and evidence as he/ she deems necessary to develop facts pertinent to the grievance at the review.
- c. The Board will render a decision within ten (10) workdays after the review and such decision will be deemed final.

X. REDUCTION IN FORCE

The following definition and procedures shall be used for conducting a Reduction in Force.

Definition

As used in this policy, “certified personnel” shall apply to any employee of the District who is covered by the Negotiated Agreement. A Reduction in Force will not be based solely on seniority or contract status pursuant to Idaho Code. A Reduction in Force will be applied to the Fruitland District as a whole.

Procedures

1. Prior to commencing action to terminate certified personnel contracts under these procedures, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:
 - a. Voluntary retirements
 - b. Voluntary resignations
 - c. Transfer of existing staff members
 - d. Voluntary leaves of absence

The Board shall provide the Association with written documentation stating the actions that were taken to ensure due consideration was given to each of four (4) areas identified above.

2. In the event a Reduction in Force is required, certified personnel who are retained pursuant to these procedures may be reassigned if suitable position openings are available in instructional areas for which they are qualified and for which the appropriate administrator has approved the transfer pursuant to Idaho Code.

3. In the Board’s determination as to the individuals to be released pursuant to the Reduction in Force, the criteria set out below will be used. Each criterion shall be considered in terms of the total context when selecting those employees who are to be considered for release pursuant to the provisions of these procedures. It is the intent that the individual and cumulative effect of each criterion on the welfare of students and the best long-term and short-term interest of the District be considered.

The following rubric shall be used to determine a staff Reduction in Force.

Years in a certified position	_ 1 Year	= 1 Pt.
	_ 2 Years	= 2 Pts.
	_ 3 Years	= 3 Pts.
	_ 4-7 Years	= 4 Pts.
	_ 8-11 Years	= 5 Pts.

	___ 12-15 Years = 6 Pts. ___ 16-19 Years = 7 Pts. ___ 20 or More Years = 8 Pts.
Renewable Category 3 Contract Status	= 2 Pts.
Attainment of Master's Degree (Or 30+ credits)	= 2 Pts.
Overall Proficient on most recent Evaluation	= 2 Pts.
Multiple Endorsements or K-6 or K-8 Endorsement	= 2 Pts.
Teaching in a federal required subject matter (or deemed hard-to-fill position by the School Board)	= 2 Pts.

The lowest generated scores shall determine the staff subject to the Reduction in Force.

A tie can be broken by:

- a. Years of service in the district
 - i. Time as a certified teacher, extracurricular advisors, coaches, and/or mentors
 - ii. Time as a classified employee prior to a certified position
 - iii. Time as a paid student teacher position
 - iv. Substituting-number of days divided by number of total school days or student contact days
- b. Overall proficient on two most recent evaluations
- c. No letters of reprimand in personnel file

All certified personnel subject to Reduction in Force shall have the opportunity to review the scored rubric with the certified personnel's representative, if desired, and the building principal or superintendent or her/his designee.

Recall Provisions

If the contract of employment of certified personnel is terminated because of the implementation of a Reduction in Force, the name of the certified personnel shall be placed upon a reappointment list and remain on such list for a period of two (2) year(s).

If a position becomes open during such period, and the certified personnel has been selected by the Board as a person on the recall list who is qualified of holding the position, then the certified personnel will be notified in writing by certified mail, sent to the last known address, at least thirty (30) days prior to the anticipated date of employment, when possible.

In determining whether certified personnel are qualified for reappointment, the Board shall consider the criteria as set forth in these procedures. The certified personnel shall accept or reject the

appointment in writing within two (2) business days after receipt of such notification. If the appointment is accepted, the certified personnel shall receive a written contract within twenty (20) business days of receipt of the certified personnel's reply by the Board. If the certified personnel rejects the appointment offer or does not respond according to this procedure within two (2) business days after receipt of such notification, the name of the certified personnel will be removed from the recall list.

XI. SALARY SCHEDULE

FRUITLAND SCHOOL DISTRICT #373

Payscale Step	2021-2022
R1	\$40,369.00
R2	\$40,990.00
R3	\$41,611.00
P1	\$42,991.00
P2	\$44,836.00
P3	\$46,681.00
P4	\$48,526.00
P5	\$50,370.00
AP1	\$52,734.00
AP2	\$53,207.00

In addition to the base funding reflected above, the district will pay the following additional funds for employees as stipulated below. These additional funds will be divided over 12 months and are considered additional salary:

- Employees who hold a professional endorsement AND have earned 24 or more credits beyond B.A. will receive \$2,000.
- Employees who hold a professional endorsement AND have earned a Master's Degree will receive \$3,500.

By Idaho Code, no certified personnel can be paid less than the previous year. If an employee falls in a cell in which salary is less than the previous year, the district will use discretionary funds to make the salary whole. Discretionary funds may also be used for any raises that are negotiated.

Existing employees not on the career ladder will receive a minimum 3% salary increase.

Salary for new employees will be determined by placement on the career ladder.

1/190th will be deducted from each certified staff's salary representing one furlough day.

XII. DURATION AND ACCEPTANCE

This Collective Bargaining Agreement shall become effective as of July 1, 2021 and shall remain in force until June 30, 2022. No successor Collective Bargaining Agreement shall be effective until signed by both parties.

ACCEPTANCE

FRUITLAND EDUCATION ASSOCIATION FRUITLAND, IDAHO

President, Fruitland Education Association

Date

BOARD OF TRUSTEES FRUITLAND SCHOOL DISTRICT #373 FRUITLAND, IDAHO

Chairman, Board of Trustees

Date