

**PROFESSIONAL AGREEMENT
BETWEEN
THE REXBURG EDUCATION ASSOCIATION
AND
THE MADISON SCHOOL DISTRICT 321
BOARD OF TRUSTEES**

**Effective Dates
July 1, 2024 – June 30, 2025**

TABLE OF CONTENTS

Agreement and Preamble.....	1
Article I - Definitions.....	2
Article II - Recognition.....	2
Article III - Association Rights.....	3
Article IV - Teacher Rights.....	3
Article V - Leaves	5
Article VI - Conditions of Employment.....	8
Article VII - Professional Compensation.....	8
Article VIII - Fringe Benefits.....	9
Article IX - Negotiations.....	9
Article X - Miscellaneous Provisions.....	10
Article XI - Duration.....	11
Appendix A - Salary Schedule	12
Appendix B - Sick Leave Bank.....	13

AGREEMENT

This agreement is made and entered into by and between Madison School District 321 Board of Trustees, hereinafter called the “Board,” and the Rexburg Education Association, hereinafter called the “Association.”

PREAMBLE

The Board and the Association recognize that providing a high quality of education for the students of Madison School District 321 is the paramount objective of the School District. The Board and the Association further recognize that the best interest of public education will be served by a spirit of cooperation between the Board and the teachers. In order to promote maximum utilization of this spirit of cooperation, the parties hereby agree as follows:

ARTICLE I – DEFINITIONS

- Section 1.** The terms “School Board” and “School District” shall mean Madison School District 321, its Board of Trustees or the designated representatives of the Board.
- Section 2.** The term “Association” shall mean any local education organization verified as required by I.C. 33-1273.
- Section 3.** The term “Superintendent” and “Superintendent of Schools” shall refer to the chief administrative officer of the School District.
- Section 4.** The terms “Teacher(s)” or “Employee(s)” as used herein shall mean a certificated member of the appropriate unit as defined in Article II, Section 2.
- Section 5.** The term “Contract” as used in this agreement shall mean the applicable teacher’s contract, approved by the State Department of Education, and its terms between an individual and the School Board.
- Section 6.** The term “day or days” as used in this agreement shall mean school days unless otherwise defined in any specific provision of this agreement.

ARTICLE II - RECOGNITION

- Section 1.** The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations for all certificated teachers, except as follows: Superintendent, Director of Special Services, Athletic Director, Business Manager, Principals, Vice Principals, and any other administrative or supervisory personnel.
- Section 2.** The bargaining unit represented by the Association shall consist of all certificated professional employees of the District except for those identified as not being subject to negotiations in Section 1 above.
- Section 3.** The Association recognizes the Board as the legally elected representatives of the patrons of School District No. 321 with such powers as have been delegated to it by the State Legislature and with full authority to determine and make final decisions concerning School District Policy.
- Section 4.** It is recognized that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred by the courts, the laws of the State of Idaho, and the State Board of Education. Notwithstanding the terms of the agreement the Board is likewise entitled, without negotiation, to take action that may be necessary to carry out its responsibilities due to situations of emergency or acts of God.

ARTICLE III – ASSOCIATION RIGHTS

- Section 1.** Right to Organize: The Board acknowledges that the teachers have full freedom of association, self-organization and the designation of their own choosing, to negotiate the terms and conditions of their employment, and that they 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 Association activities for the purpose of mutual aid or protection as those rights are established by Idaho Law.
- Section 2.** Communication: Representatives of the Association in agreement with the building principal will be permitted to transact Association business on school property. The transaction of Association business through formal meetings shall be conducted outside regular contract hours in order that such business will not interfere or interrupt normal school business.
- Section 3.** Use of Buildings: The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Scheduling shall be coordinated with the building principal. If the use of buildings for Association meetings requires additional expense beyond the regular operation for heat, lights, or custodial service, the additional expense will be paid by the Association.
- Section 4.** Use of Interschool Communication Facilities: The Association and individual certificated professional employees shall have the right to use the interschool communication facilities, including interschool mail, email and school mailboxes. Interschool communication facilities shall not be used for distribution of anonymous materials or material that is derogatory or defaming to any individual or group. In the event that any person or entity misuses said communication facilities, the District shall have the right to restrict or deny any such person or entity use of any or all of said communication facilities for a period of time to be determined by the District not to exceed the remainder of the contract year.

ARTICLE IV – TEACHER RIGHTS

- Section 1.** State Code Rights: Nothing contained herein shall deny such rights as teachers may have under Idaho Law.
- Section 2.** Teacher Personnel File:
- A. A teacher's personnel file (excluding the confidential portion) shall be open to that teacher or any party that the teacher so designates in writing. The confidential portion shall include only college credentials and letters of recommendation by former employers.
 - B. The teacher shall be provided timely notice of all materials placed in his or her personnel file by being provided with a copy and shall be afforded the opportunity to attach a written rebuttal to any such materials. Any rebuttal materials will be

provided by the teacher within twenty (20) days of their receiving notice of materials being placed in their personnel file. Upon written request, the teacher will receive a copy of all items which are added to their file.

- C. All items relating to an individual teacher will be filed in a single personnel file at the close of each school year.
- D. Copies of a teacher's annual evaluations must be placed in their personnel file.
- E. Evaluations: An evaluation may be rebutted by any teacher as per Board Policy #5340.

Section 3. Dues Checkoff:

- A. The School District shall deduct from the salaries of teachers such monies for any Association and its affiliated organizations as each said teacher individually authorizes the School District to deduct. Commencing in September and each month thereafter the School District shall deduct in equal installments the monies that the teacher has agreed to pay the Association during the period provided in the individual's authorization. New authorizations when received by the School District during the school year will be deducted in equal installments over the remaining monthly payments of the teacher's current contractual salary. In order for a deduction to be made for a given month, the authorization cards must be received by the School District no later than the first day of said month.
- B. Any designated Association will certify to the School District by October 31 of the current year the rate of membership dues and the names of individuals who have joined the Association and will submit to the School District a copy of the membership contract signed by the individual teacher authorizing deductions by the School District.
- C. The School District shall submit all deducted dues, along with a list of the names for whom deductions were made, to the treasurer of the designated Association on a monthly basis.

Section 4. Political and Citizenship Rights and Responsibilities: All teachers under contract shall be guaranteed full equality with other citizens in the exercise of their political rights and responsibilities, including such activities as jury duty, voting, discussing political issues, campaigning for candidates and running for and serving in political office so long as these activities are not in the classrooms before students and do not violate any and all other applicable laws, rules and regulations. Jury duty or service in political office shall be arranged with the principal prior to such service. The Board may reduce a teacher's salary for each day of service missed while engaged in political activities. There will be no deduction of salary for jury duty. Pay for jury duty during contract time will be signed over to the school district.

- Section 5.** Uniform Application of Rules: All rules and policies of the District, and state and federal statutes shall be interpreted and applied uniformly.
- Section 6.** Appearances Before Employer: A teacher shall not be required to appear before the Board concerning any matter which could adversely affect the continuation of his/her position, employment, salary, or increments pertaining thereto, unless the teacher has been given prior written notice of the reason for such a meeting or interview, and his/her entitlement to have a representative of the Association or other person of their choosing present to advise and represent them. Said written notice shall inform the teacher of the necessity to provide at least one (1) day's written notice to the Board of his/her intent to have representation present. Except in cases of emergency, the Board shall notify the teacher at least five (5) working days in advance of the meeting to permit the teacher the time to secure adequate representation.
- Section 7.** Certified Staff Grievances: See Board Policy 5250

ARTICLE V – LEAVES

- Section 1.** All leave provisions detailed in this Article are for the benefit of the individual teacher as an employee of the district. The leave provisions represent an investment with considerable financial implication for the district, in the well-being and welfare of the individual teacher. No leave may be ceded, transferred or appropriated from one teacher to the benefit of any other district employee except as provided for in Appendix B of this agreement.
- Section 2.** Sick Leave: Sick leave shall be granted with pay to all full-time personnel during each school year at the rate of twelve (12) days per school year. Unused sick leave shall be accumulated to an unlimited amount.
- Section 3.** All sick leave that will be earned during the present school year will be available at the beginning of the school year. Sick leave will be granted for an accident or illness of the teacher, teacher's spouse, parents of the teacher or teacher's spouse, or persons living in the teacher's household. The sick leave can also be used for sickness of the teacher's children not living at home in the event an emergency requiring hospitalization and/or other emergency.
- Section 4.** Sick Leave Bank: A sick leave bank has been established for teachers in the District. The guidelines and provisions for its use are found in Appendix B which is attached to and incorporated into this agreement.
- Section 5.** Emergency:
- A. Family and Medical Leave Act (FMLA): Requires employers to provide up to 12 weeks (480 hours) of unpaid, job protected leave to 'eligible' employees for certain family and medical reasons. See the Department of Labor to determine eligibility. Sick leave days may be used to continue pay during FMLA leave.

Should a teacher exhaust their accumulated sick leave, then they may petition additional leave from the sick leave bank as per the sick leave bank requirements. See Appendix B.

- B. Bereavement Leave: Bereavement leave of three (3) days shall be granted a teacher for bereavement due to the death of a member of the teacher's or spouse's immediate family, i.e. grandparents, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, husband, wife, grandchild, or person living in the teacher's household. Such leave when granted shall not be charged to sick leave. The District will provide a substitute at no cost to the teacher. Additional leave may be requested to the principal as sick leave time or leave without pay.
- C. Funeral Leave: In the event a teacher feels the need to attend a funeral of a close friend, the use of personal leave shall be granted. In the event that the teacher has no available personal leave, the District will allow sick leave for such purposes.
- D. The District reserves the right to require verification of illness or deaths and duration of emergency as a means of preventing misuse of sick leave. If a second opinion is desired, additional verification will be at no cost to the teacher.

Section 6. Personal Leave: Three (3) days of personal leave shall be granted for the purpose of transacting matters which require absence during school hours.

- A. Notice of taking personal leave shall be directed to the building principal in writing on the form supplied by the District in advance of the absence. Upon written request substantiated with an acceptable reason, the Superintendent may grant additional days for personal leave with a corresponding loss of the teacher's daily rate of pay for each extra day of absence.
- B. If the allocated day(s) of personal leave are not used, the teacher may accumulate such unused day(s) to be used in another year. Accumulated personal leave shall not exceed five (5) school days. However, if accumulated personal leave days exceed five (5) school days as of June 30 of any year, the days exceeding five (5) will be paid to the teacher at their daily rate of pay (annual salary divided by the number of contract days.) Said payment shall be included in their June paycheck.
- C. All leaves granted under this article shall be in units reflecting the periods missed, the minimum unit being one (1) class period, and no personal leave shall be taken or granted during grading periods or the last week of school except in emergencies. At least forty-eight (48) hours advance notice must be given except in those circumstances where advance notice is impossible. Personal leave is limited to ten percent (10%) of the teaching staff on any one (1) day. Available leave is on a first-come, first-serve basis. In the event the teacher is absent and fails to provide the required notice, except in case of emergency, prior to being absent from work the leave shall be considered without pay.

- Section 7.** Professional Leave: Teachers may be granted leave without loss of pay for the following purposes: attendance at professional meetings, extracurricular meetings/clinics, workshops, conferences, or seminars by an educational agency or organization; interschool or intraschool visitation; or other activities approved by the Superintendent. Requests for Professional Leave to attend meetings more than 350 miles from Rexburg must be approved by the Board of Trustees in advance of attendance. Reasonable and necessary expenses, including transportation, will be reimbursed as determined by the Board.
- Section 8.** Leave of absence: In the event a teacher determines that it is necessary to take time off from his/her classroom duties, the teacher may request a leave of absence without pay from the Board of Trustees. The option to request such leave shall be available only to a teacher who has completed their fourth continuous year of employment in the School District. If the leave is to occur in the current school year, the teacher must make an application with the Superintendent as soon as is practicable setting out the reason for the requested leave in sufficient detail to allow the Board to decide on whether or not to allow such requested leave. If the leave is granted by the Board, it may not extend beyond the end of the current school year. If the leave is to occur in the following school year, it must be for the full term of that school year so that the District can provide an appropriate replacement. The application for leave during the following school year must be made by March 1 of the year prior to the leave of absence. The Board does not guarantee that the teacher will be able to return to the same position he/she had prior to the requested leave. Following the leave of absence, granted pursuant to this section, the administration will offer employment to the staff member commensurate to the certification of the staff member if the staff member desires re-employment and such a position is available. If a staff member desires an offer of employment following a leave of absence, notification of that desire must be made to the Superintendent in writing by March 1 of the year of the leave. If no request is made by that date, the District shall have no obligation to offer a position to the teacher.
- Section 9.** Sabbatical Leave: It is the desire of the Association and the Board to provide a quality education for all students in the School District. As an encouragement to the teaching staff to improve instructional skills and acquire new knowledge, the District may provide one (1) year of sabbatical leave without pay for certificated staff to study or travel after completion of six (6) continuous years of teaching in the School District. Application for sabbatical leave must be made to the Superintendent on or before April 1 of the year prior to the school year requested for sabbatical leave and is subject to approval by the Board. Staff members on sabbatical leave will be reinstated in the position that was vacated at the time leave was granted. The staff member's benefits will not increase during the sabbatical leave of absence.
- Section 10.** Military Leave: Will be granted according to Idaho Statute 33-527.

ARTICLE VI - CONDITIONS OF EMPLOYMENT

- Section 1.** Time Guide: The teachers' day is an eight (8) hour day including a duty-free, thirty (30) minute lunch period, with the exact schedule being determined by each school. Exceptions to the eight (8) hour day may be granted in advance by the building principal. On Fridays, teachers may leave after the end of the students' last class period provided they have worked at least seven and one-half (7 ½) hours during the day. On days before holidays, teachers may leave as soon as possible after the students leave.
- Section 2.** Elementary Preparation Time: Elementary teachers will be given at least an hour preparation time on one (1) day each week if the following conditions are met:
- A. A majority of the elementary teachers in a given building agree to and vote for an adjustment of contract hours per day to meet minimum state standards.
 - B. The preparation time will be used on the day of early dismissal.
 - C. Bus schedules can be arranged to meet the changed hours.
 - D. Teacher preparation time will not be used for faculty meetings or in-service meetings.
- Section 3.** Class Size: Every effort will be made by the District to conform to the classroom size load, building by building, not the entire District, as recommended in the latest edition of the "Idaho State Board of Education Rules and Regulations for Public Schools."
- Section 4.** Reduction in Force: See Policy 5740

ARTICLE VII – PROFESSIONAL COMPENSATION

- Section 1.** Salary Schedule: The basic salaries of teachers covered by this agreement are set forth in Appendix A which is attached to and incorporated herein by reference as if set forth in full in this agreement. The Madison School District Salary Schedule will merge, and reflect with the Idaho State Career Ladder funding. All Staff will be placed in accordance with where the State funds that position.
- Section 2.** Experience Recognition: All teachers, including those in federal and other special programs will be placed on the salary schedule at the highest level that they qualify for because of experience and training as determined by the District. No teacher will be placed at a position higher than one step greater than is funded by the State of Idaho. It is understood that the degree obtained by the teacher for purposes of placement on the salary schedule is in a field of study recognized for certification by the Idaho State Department of Education, and was received from an institution of higher education accredited by the State Board of Education or a regional accrediting association and that all credits used for purpose of placement on the salary schedule shall be credits earned after the teacher's initial certification.

Section 3. Long-term Extracurricular Assignments:

- A. The stipend is to be paid in addition to the teacher's base pay.
- B. The schedule for extra pay is determined in Board Policy and subject to review by the Association.

Section 4. Principal Approved Compensation Time: A teacher will be allocated one (1) personal day of leave for every five (5) prep periods and/or ten (10) duty-free lunch that a principal **requires** the teacher to work. The compensation time will be tracked by both the teacher and building principal. Compensation time shall not be carried to the following year. Unused compensation time at the end of the school year will be submitted to the business office to be paid out to the teacher at the current substitute rate in the June payroll.

ARTICLE VIII – FRINGE BENEFITS

Section 1. Health Care Insurance: The Board shall provide health, dental and vision insurance options for each employee working thirty (30) or more hours per week through Idaho's State group insurance plan. Plans and rate are set by Idaho's office of group insurance.

Section 2. Term Life Insurance: The Board shall provide term life insurance in the following amounts to each employee working twenty (20) or more hours per week:

- A. Employee: \$50,000 plus \$50,000 for accidental death or dismemberment
- B. Spouse: \$10,000
- C. Dependent children six (6) months to twenty-six (26) years: \$10,000
- D. Dependent children over fourteen (14) days but less than six (6) months: \$500

ARTICLE IX – NEGOTIATIONS

Section 1. The parties agree to negotiate compensation and benefits as defined by I.C. § 33-1272 annually, so long as all required procedures triggering the duty to negotiate, as set out in Idaho statutes have been satisfied by the Association. The parties can make proposals for additional issues to be included in negotiations as set out under the terms of this agreement. All proposals will be simultaneously exchanged by both parties at the first negotiation session. It is agreed that each party making a proposal shall provide, as part of the proposal, the contract language to be included in the agreement. After the first negotiation session neither party may submit any additional proposals, except by mutual consent. Modification to proposal and/or counter proposals made in the normal process of negotiation shall not be considered as additional proposals.

- Section 2.** Either party can request negotiations. Such request shall include a designation of a lead negotiator. Prior to the first negotiation session, the other party shall designate its lead negotiator. The identified lead negotiators for each party shall be present at each negotiation session, unless otherwise agreed by both parties.
- Section 3.** It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Trustees and ratification by the membership of the bargaining unit. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make a proposal, consider proposals, and make concessions in the course of negotiations subject only to such ultimate ratification. Tentative agreements shall be reduced to writing and signed by the lead negotiator for each party prior to being presented for ratification.
- Section 4.** Negotiation sessions shall be public.
- Section 5.** Records will be kept by the respective teams for themselves with official minutes of the meeting provided by the Board's negotiation team. Negotiation proceedings shall not be electronically recorded. When a tentative agreement is reached, it may be electronically recorded prior to being reduced to writing.
- Section 6.** No statement to the media concerning the progress of negotiations may be made by the party's respective negotiation teams unless by mutual agreement of the parties.

ARTICLE X – MISCELLANEOUS PROVISIONS

- Section 1.** Changes: The terms of this agreement may only be altered through the voluntary, mutual consent of the parties in a written and signed amendment.
- Section 2.** Savings Clause: If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- Section 3.** Maintenance of Standards: The Association shall strive to maintain and improve the quality of teaching and professional standards of teachers. The Board shall strive to maintain and improve employment conditions.
- Section 4.** Nondiscrimination: The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, gender, age, marital status, or to membership in any teacher organization.

ARTICLE XI – DURATION

Section 1. Effective Period: This agreement shall be effective as of July 1, 2024, and shall continue in full force and effect until June 30, 2025.

Section 2. Date and Signature: This agreement is signed on _____

IN WITNESS WHEREOF:

FOR THE ASSOCIATION:

FOR THE BOARD:

President

Chairman, Board of Trustees

Secretary

Clerk of the Board of Trustees

APPENDIX A

Certified Salary Schedule 2024 - 2025

Madison School District #321

RESIDENCY	
R1	47,700
R2	48,700
R3	49,700

PROFESSIONAL	B	B+24	M
P1	50,700	52,700	54,200
P2	52,450	54,450	55,950
P3	54,200	56,200	57,700
P4	55,950	57,950	59,450
P5	57,700	59,700	61,200

ADVANCED PRO	B	B+24	M
AP1	61,200	63,200	64,700
AP2	63,200	65,200	66,700
AP3	65,200	67,200	68,700
AP4	67,200	69,200	70,700
AP5	69,200	71,200	72,700

Placement:

Certified staff is placed on the salary schedule based on their education and experience as reported to the State of Idaho and pursuant to Idaho Code 33-1004B.

Residency Description:

Teachers in their first three years of teaching.

Professional Description:

In order to be eligible to advance to and within the Professional steps, the individual must meet the requirements outlined in Idaho Code 33-1201A.

Advanced Professional Description:

In order to be eligible to advance to and within the Advanced Professional steps, the individual must meet the requirements outlined in Idaho Code 33-1201A.

Additional Notes:

-The salary schedule is for a 180-day contract period.

-Official transcripts must be submitted to Human Resources before September 1st to be eligible to move over in the education columns.

APPENDIX B

SICK LEAVE BANK MADISON SCHOOL DISTRICT 321

In addition to other provisions covering a sick leave, the following sick leave bank provisions shall be in effect:

A. Each professional and supervisory employee of the District whose position allows them to accumulate sick leave days may participate in the sick leave bank. To participate, each employee shall contribute a prescribed number of his/her earned sick leave days as determined by the Sick Leave Bank Committee. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a bank of sick leave days that will be available to all eligible, participating employees upon approval of the Sick Leave Bank Committee. The purpose of the bank is to alleviate the hardship caused by extended illness or injury to the employee beyond the employee's accumulated sick leave days.

B. Application for use of the bank shall be submitted to the Sick Leave Bank Committee. The committee shall review the request and determine the eligibility of the employee. The committee shall operate within the following established guidelines, and after a complete review, the committee shall make a final decision.

C. Guidelines:

1. In order for an employee to be eligible to apply for sick leave benefits from the bank, the employee must be a contributor to the bank, and join within thirty (30) days following the beginning of the contract school year. Employees who join the District after the beginning of the school year will be given the same thirty (30) day enrollment period. The contributor must have been absent from work due to extended illness or injury for his/her accumulated sick leave days and doctor's verification of illness or injury will be required.
2. The Sick Leave Bank Committee may request a second opinion from a physician chosen by the committee and paid by the District. The committee may also request proof of illness from time to time after sick leave days have been granted.
3. The Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent. A participant must contribute those days to maintain membership status in the sick leave bank. Contributions to the bank must be the same for each participant during any given period.
4. The maximum number of days that may be granted in any one (1) year will be the remaining number of days an employee is scheduled to work under his/her current contract. In no case will the granting of leave cause an employee to receive more than his/her annual salary for that year.

5. The number of sick days granted shall not exceed the number of working days absent from work due to extended illness or injury. Whenever an employee has been absent for a continuous incident beyond his/her accumulated sick leave, the committee may allow retroactive coverage for four fifths ($\frac{4}{5}$) of any portion of the first ten (10) days. Any days beyond the first ten (10) may be covered in full by the sick leave bank up until such time as the employee qualifies for disability insurance. The employee must apply for the sick leave bank benefits within thirty (30) days after the first day that he or she would be eligible for the benefits.
6. Sick leave bank grants to individuals will not be carried over from one (1) school year to the next. The grants will end at the termination of the school year in which the grant was made.
7. The Sick Leave Bank Committee shall consist of five (5) members appointed by the REA Executive Committee. In order to conduct business, a majority of the members must be present.
8. The committee shall be responsible for reporting to the District's accounting office the names of the contributors and the number of the days contributed. It shall also report all days granted and to whom, and all other information necessary for accurate administration of the bank.
9. The committee shall develop and distribute rules, procedures, and forms needed for orderly administration of the bank.
10. Any changes or additions to the guidelines of this agreement shall be approved by the REA Executive Committee and the District Board of Trustees.
11. The Sick Leave Bank Committee shall compile an annual report on the current status of the bank. The report shall be distributed to each school by the end of the school year. The status report shall include members, days donated, days used, and days remaining in the bank.